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**FACTS COMMON TO ALL CAUSES OF ACTION**

1. Defendant Paramount Pictures Corp. (“Paramount”) is a Delaware Corporation with its headquarters located in the County of Los Angeles, California.
2. Defendant Criterion Collections, Inc. (“Criterion”) is a wholly owned subsidiary of defendant Janus Films, LLC, a New York Limited Liability Corporation. (“Janus”)
3. Defendant Paramount is and at all times material hereto was the assignee, financier, and/or partner of British Home Entertainment Productions, operating under the trade name of B.H.E. Productions Ltd., a business association organized as a Limited Corporation under the laws of the United Kingdom.
4. On or about May 18, 1967, during Hussey’s minority, her lawful guardian entered into a written agreement with B.H.E. Productions, Ltd. agreeing that Hussey would perform as an actor in a motion picture project, the purpose of which was to create and distribute publicly a motion picture to be entitled *Romeo and Juliet* and that was to be a performance of the eponymous drama authored by William Shakespeare (“Shakespeare”) distinguished from folios of Shakespeare’s dramatic works by its intended performance using actors of similar age as the characters in Shakespeare’s drama. (“Original Work.”) It was then and there contemplated that the Original Work was being produced and would be owned and copyrighted by B.H.E. Productions, Ltd. (“B.H.E.”)

1 Nothing in the agreement for Hussey's performance with B.H.E. granted, or  
2 recognized a right in B.H.E. to recreate, republish, or redistribute photographs  
3 of her performance in the Original Work in any other medium or format than  
4 35 mm analogue cinematographic photographs.  
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6 5. Nothing in the Agreement entered into on behalf of Hussey with B.H.E.  
7 provided that Hussey would be required to allow herself to be photographed  
8 immodestly without clothing as part of her agreed upon performance and the  
9 script of the production that was made available to Hussey and her guardian  
10 did not contain, nor describe any scene in which Hussey would be expected to  
11 perform without modest clothing of the period described in Shakespeare's  
12 drama. Nothing in any folio collection of Shakespeare's drama contained or  
13 suggested that anyone performing the role of Romeo, or Juliet would be  
14 required at any time during the performance to do so without wearing modest  
15 clothing contemporaneous with the location and period described by  
16 Shakespeare in the drama.  
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20 6. At the time of the performance, Whiting was also a minor. Neither Whiting,  
21 nor his guardian ever consented in writing to perform as an actor in the  
22 Original Work, nor did he ever purport to give, or recognize any rights in his  
23 performance to B.H.E., or any other entity, including, but not limited to the  
24 right to recreate, republish, or redistribute photographs of his performance in  
25 the Original Work in any other medium or format than 35 mm analogue  
26 cinematographic photographs.  
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7. B.H.E. entered into a contract with Franco Zeffirelli (“Zeffirelli”) that engaged Zeffirelli’s services as an independent contractor to provide artistic and editorial control over the Original Work.
8. In the concluding moments of the production of the Original Work, Zeffirelli demanded that Hussey and Whiting perform entirely without clothing of any kind a scene portraying a couple enjoying the connubial bliss of their first night of marriage. In order to secure their performance in this state of undress, Zeffirelli told them that the scene would be photographed on a “closed set,” meaning that only essential personnel would be admitted to the stage during the performance. Zeffirelli further promised them, as an inducement for their performance in this state of undress that no photographs would be taken of their naked bodies other than when they were completely covered by bedclothes and that no photographs of them simulating intercourse would ever be included in the Original Work.
9. Both Hussey and Whiting acceded to Zeffirelli’s demand that they perform without clothing of any kind only under the conditions set forth in the previous paragraph and only in consideration of Zeffirelli’s express undertaking that they would not be photographed in any way to reveal their private parts, that all photographs taken of their performance simulating sexual intercourse would be never be viewed by anyone not admitted to the closed set for the photographic session, and that no photograph of their exposed private areas, or their performance of an act of simulated intercourse

1 would ever be used in the Original Work. In consideration of these express  
2 promises and representations, Hussey and Whiting performed a marital  
3 bedroom scene in the nude, believing that they were completely concealed  
4 from the camera by bedclothes. Following the photography and with the  
5 representation by Zeffirelli that photography had concluded, during a period  
6 of ribaldry engaged in to dispel the nervous tension engendered by being  
7 required to perform without clothing, they also simulated an act of  
8 intercourse with Whiting mounted on Hussey. Photographs of Hussey's and  
9 Whiting's private, intimate areas were taken by a concealed camera,  
10 however, after they understood that photography had ceased as they  
11 simulated the act of intercourse and emerged from the bedclothes while  
12 completely naked. During this closed session, with the understanding that  
13 no photographs were being taken, Whiting exposed his naked buttocks  
14 outside the bedclothes and Hussey emerged from under the bedclothes briefly  
15 exposing her breasts completely including the aureoles and nipples. This  
16 post love scene conduct following their emergence from under the bedclothes  
17 was, without their knowledge and contrary to Zeffirelli's representations,  
18 photographed by hidden cameras, exposing their nudity and simulated  
19 intercourse. ("Objectionable Photos")  
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25 10. At the time the Objectional Photos were taken, Franco Zefferilli was engaged  
26 in a contractual service relationship with B.H.E. Productions, the scope of  
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which service included creating the Original Work, but did not include taking the Objectionable Photos, or causing them to be taken, or retaining them.

11. On or about July 7, 1967, supplemented on May 6, 1968, B.H.E. entered into written agreements with Paramount that, among other things, assigned B.H.E.’s rights in the Original Work to Paramount in consideration of one dollar paid by Paramount.

12. On or about February 14, 2023, without the consent of either Whiting, or Hussey, Paramount authorized and caused by agreement with Defendant Janus through its wholly owned subsidiary Criterion the publication and distribution of a digital motion picture (“Digital Release”) which was a digital, computer enhanced rendition of the Original Work that including the Objectionable Photos with extremely vivid digital enhancement. (“Digital Objectionable Photos”)

13. The Digital Release contained digitally enhanced photographs of Whiting and Hussey lying together in the nude in a bed portraying a newly married couple who had just consummated their marriage with a session of coitus. It also contained computer created, digitally enhanced photographs of the aureoles and nipples of Hussey’s naked breasts as well as other material from the Digital Objectionable Photos.

14. Among other things, the Digital Objectionable Photos rendered, in extremely high definition and detail, the contents of the Objectionable Photos.

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15. The Objectionable Photos were included gratuitously, without the consent of either Hussey, or Whiting, in the Original Work. The presentation of Hussey’s and Whiting’s private areas was gratuitous in the Original Work and was not required by either context, nor script, nor was it intended to enhance the Original Work, but rather to appeal to the prurient interests of the audience. No part of the script for the Original Work expressly, or impliedly specified that for ambience, or any other reason Hussey and Whiting would be required, or expected to render their performances immodestly while wearing no clothing, nor that they be photographed in any manner of dress, other than clothed in costume appropriate for the scene being photographed.

16. However, the copies of the Original Work were not digitally enhanced and the Objectionable Photos contained in the copies of the Original Work that were publicly distributed and displayed were of such extremely low resolution because they were made with very rudimentary image copying technology available at the time that Hussey’s and Whiting’s private areas shown in those photographs were so obscured as to render them subdued in contrast to the rest of the Original Work and not hostile to the artistic purpose of the original work that was to portray the deep love between two Verona youths in the Fourteenth Century. The extremely low resolution of the presentation of their performance in the Original Work was not of such egregious detail as to cause Hussey and Whiting to challenge Paramount’s right to distribute it.

1 Accordingly, Hussey and Whiting acquiesced in the inclusion of the  
2 Objectionable Photos in the Original Work as published and distributed by  
3 Paramount because Hussey and Whiting did not feel that the presentation in  
4 the Original Work so far exceeded Zefferilli's undertaking as to be actionable  
5 as a breach of that undertaking.  
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8 17. Hussey's and Whiting's acquiescence in the distribution of the Original Work  
9 continued until Hussey and Whiting became convinced, as a result of a major  
10 change in societal norms popularly known as the "#Me Too Movement" that  
11 they had been victims of Zeffirelli's "grooming" of them as illicit targets of his  
12 sexual proclivities while they were minors and began to believe that the  
13 "ambience of the film" excuse given by Zeffirelli for his insistence that they  
14 perform without clothing was not a creature of his genuine artistic conceit,  
15 but rather of his sexual desire. Accordingly, they commenced litigation  
16 against defendant Paramount alleging, among other things, that the  
17 photographs of their private areas constituted child pornography in violation  
18 of California and U.S. law. ("Litigation")  
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22 18. The Litigation concluded in May of 2023 with an order of the above-entitled  
23 court granting Paramount's special motion to strike on the rationale that  
24 Hussey and Whiting were not able to prove satisfactorily that distributing  
25 the Objectionable Photos by including them in the Original Work did not  
26 constitute violation of California, or Federal laws prohibiting possession  
27 and/or distribution of child pornography and that, therefore, all causes of  
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action pled in the Litigation against Paramount for including the  
Objectionable Photos in the Original Work, whether or not that inclusion was  
otherwise unlawful, was barred by the applicable statute of limitation.

19. At the time they drafted the pleadings framing the Litigation and throughout  
the pendency of that Litigation, neither Hussey, nor Whiting were aware that  
Paramount and Janus through its wholly owned subsidiary Criterion  
intended to release and distribute, or had released and distributed the Digital  
Release containing the Objectionable Photos.

20. Upon their first time viewing the Digital Release, subsequent to the dismissal  
of the Litigation and entry of judgment upon that dismissal, both Whiting  
and Hussey were made aware thereby that the obscured depiction of their  
naked buttocks and breasts in the publicly distributed copies of the Original  
Work had been digitally enhanced such that, unlike the Original Work, the  
Digital Release depicted their private areas in such high detail that the  
gratuitous display was lewd and lascivious and demeaning to them. Hussey  
and Whiting thereby became concerned that the Digital Release containing  
the digitally enhanced Objectionable Photos (“Digital Objectionable Photos”)  
could wreak havoc upon their professional reputations and subject them to  
critical obloquy and professional ridicule and contempt. As a result, Hussey  
and Whiting demanded that Paramount immediately cease and desist from  
publishing, or allowing to be published the Digital Objectionable Photos and  
further demanded that publication and display of the Digital Release be

1           forthwith discontinued as long as it displayed the Digital Objectionable  
2           Photos in any part of it. Paramount failed and/or refused and continues to  
3           fail and/or refuse to withdraw its authorization for the distribution of the  
4           Digital Release and/or to recall the Digital Release to remove the Digital  
5           Objectionable Photos therefrom.  
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8           21. Notwithstanding that Paramount and Criterion knew, or should have known  
9           that Hussey and Whiting did not consent and had never consented to the  
10          publication or distribution of the Digitally Objectionable Photos in the Digital  
11          Release, Paramount and Criterion distributed and/or caused to be distributed  
12          the Digital Release containing the Digital Objectionable Photos.  
13

14          22. Paramount and Criterion knew, or should have known that the Digital  
15          Objectionable Photos were not created nor contemplated under any  
16          agreement with Whiting and Hussey for the public use and distribution of the  
17          Digital Objectionable Photos, nor were they otherwise intended by Hussey  
18          and Whiting for public use and distribution.  
19

20          23. Paramount and Criterion knew, or should have known that neither Hussey,,  
21          nor Whiting consented that the Digital Objectionable Photos, or the  
22          Objectionable Photos depicted in the Digital Objectionable Photos could be  
23          produced, reproduced, published, or republished by any means, or posted on  
24          an internet website.  
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26          24. Paramount and Criterion knew, or should have known, that the Digital  
27          Objectionable Photos enhanced the depiction of Hussey's breasts including  
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the aureoles and nipples, constituting an intimate body part of Hussey within the definition of Civil Code section 1708.85, subdivision (b) and that the Digital Objectionable Photos of Hussey’s breasts and Whiting’s naked body enhanced the impression that when Whiting lay on top of Hussey they were engaged in an act of intercourse, or simulated intercourse, constituting sexually explicit conduct as that term is defined in 18 U.S.C. section 2256, subsection (2)(A)(i) and that enhancement was substantial in that it lasciviously portrayed the actors naked, engaging in an act of simulated intercourse.

25. Paramount and Criterion knew, or should have known that the Digital Objectionable Photos reproduced analog photographs that were not taken by consent of Hussey, or Whiting, or Hussey’s legal guardian, but were surreptitiously taken after Hussey and Whiting agreed to be naked on a private, closed set during the performance as long as their intimate areas were not photographed, or depicted in any manner and that all photographs of them while naked would be taken with their bodies completely covered by bedclothes. As an additional condition of Hussey’s and Whiting’s agreeing to perform the scene while wearing no clothing was that no one would be permitted to enter or remain on the set while the scene was being performed except personnel essential to the photography of the scene itself, all of whom would be instructed that no photographs were to be taken that depicted any intimate part of either actor.

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26. Neither Hussey, nor Whiting have ever consented to, nor acquiesced in the creation, publication, or distribution of the Digital Objectionable Photos in the Digital Release for any reason, or that a master copy of the Original Work would be preserved including the Objectionable Photos.

27. Paramount’s advance commission, or consent for the making and distribution of the Digital Release constituted the *sine qua non* of Criterion’s production and distribution of the Digital Release. Paramount knowingly and intentionally commissioned, promoted, or consented to Criterion’s production and distribution of the Digital Release.

28. At the time of the release of the Digital Release, Paramount was defending the Litigation and authorized the release of the Digital Release with a motivation to retaliate against Hussey and Whiting for instituting the Litigation and to deter them from continuing to prosecute the Litigation by publicizing an enhanced version of the Objectionable Photos that rendered their nakedness during the performance evident, lewd, and lascivious.

29. Neither the Digital Release, nor any of its contents including, but not limited to the Digital Objectionable Photos constituted a matter of any public concern whatsoever.

30. Neither Hussey, nor Whiting ever waived their privacy rights in the Digital Objectionable Photos, nor made, nor allowed, nor consented in any manner to the making of the Digital Objectionable Photos accessible to the general public at any time.

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31. As a result of the lower digital quality of the Original Work as compared to the high resolution of the Digital Release, the depiction of the Objectionable Photos as digitally enhanced in the Digital Objectionable Photos resulted in highly graphic emphasis on the lewd sexual content of the scene in which they performed without clothing as contrasted with the emphasis of the same scene in the Original Work as a classic depiction of youthful romance. This reduced the Digital Release to the quality of a lewd and lascivious portrayal simulating obviously naked children engaging in an act of sexual intercourse and resulted in Hussey and Whiting being regarded derisively as actors performing in a sexually explicit portrayal of under age sexuality rather than as professional actors laudably portraying the classic beauty of eternal love: causing substantial damage to their reputations and posterity.

32. Plaintiffs Hussey and Whiting are ignorant of the true names and capacities of defendants sued as Does I through D, inclusive and therefore sues such defendants by such fictitious names. Plaintiffs will amend this complaint to allege their true names and capacities when ascertained. Except as otherwise expressly herein alleged, each and every defendant in the above-entitled matter is and at all times material hereto was the servant, joint venturer, partner, or agent of each and every other defendant and in doing the things herein alleged, was then and there acting in the course and scope of that service, joint venture, partnership, or agency.

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**FIRST CAUSE OF ACTION**

**(Unlawful Distribution of Intimate Photographs)**

33. By this reference Plaintiffs reallege as if set out in full in this cause of action each and every allegation set forth in paragraphs 1 through 32 inclusive of this complaint.

34. Paramount's commissioning, authorizing the inclusion of the Digital Objectionable Photos in the Digital Release, and/or distributing the Digital Release was intentional and Paramount knew, or should have known that Hussey and Whiting had a reasonable expectation that the Digital Objectionable Photos would remain private and in the exclusive custody of Franco Zeffirelli in his personal capacity and not in the course, or scope of his agency, or service of B.H.E. and therefore B.H.E. did not and could not transfer any interest in the Digital Objectionable Photos to Paramount and Paramount had no right to authorize, or commission Janus through its subsidiary Criterion, or in any other capacity to reproduce and distribute the Digital Objectionable Photos.

35. As a direct and proximate consequence of the actions of Paramount and Janus through its subsidiary Criterion and Criterion, Hussey and Whiting were injured in their economic ability to receive compensation for their performances as serious film actors because by their publication and distribution, the Digital Objectionable Photos falsely portrayed them as willing participants in the purveyance of prurient abuse of youthful pulchritude in the

1 service of monetary gain and rendered them the subject of ridicule and obloquy  
2 rather than respect and praise for their virtuoso performances, all to Hussey's  
3 and Whiting's damage in a sum exceeding thirty-five thousand dollars, and  
4 according to proof.  
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6 36. As a further direct and proximate result of the conduct of Paramount and  
7 Janus through its wholly owned subsidiary Criterion and Criterion, as alleged,  
8 Hussey and Whiting suffered, and continued to suffer general damages  
9 including, but not limited to, emotional distress, embarrassment, humiliation,  
10 and mental anguish in a sum exceeding thirty-five thousand dollars and  
11 according to proof.  
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13 37. In doing the things herein alleged, Paramount and Janus through its wholly  
14 owned subsidiary Criterion and Criterion were acting intentionally as  
15 retribution against Hussey and Whiting for bringing earlier legal action  
16 against Paramount and/or were acting cruelly and unjustly in conscious  
17 disregard of the rights of Hussey and Whiting to preserve their modesty by  
18 suppressing public display of lewd and lascivious photographs of their private  
19 areas, warranting the imposition of punitive, or exemplary damages against  
20 defendants and each of them in a sum sufficient to punish Defendants, make  
21 an example of them, and deter similar conduct in the future.  
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25 WHEREFORE, Plaintiffs prays that judgment be entered against defendants  
26 Paramount, Janus through Criterion as its wholly owned subsidiary, and Criterion as  
27 hereinafter more particularly set forth.  
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**SECOND CAUSE OF ACTION**  
**(Unlawful Use of Likeness)**

38. By this reference Plaintiffs reallege as if set out in full in this cause of action each and every allegation set forth in paragraphs 1 through 32 inclusive of this complaint.

39. At all relevant times herein mentioned, Defendants, and each of them, without obtaining prior consent from Plaintiffs Hussey and Whiting, have knowingly used and continue to use the Digital Objectionable Photos for the purpose of advertising, selling, and distributing the Digital Release, for which release, no valid consent, nor valid permission has been obtained.

40. Defendants did not at any time have consent from Plaintiffs Hussey and Whiting to use the Digital Objectionable Photos, or the contents thereof for any public purpose whatsoever.

41. The technology used to enhance and distribute the Digital Objectionable Photos was not in existence at the time of photography of Zefferilli's "Romeo and Juliet" in 1968 and neither the Digital Objectionable Photos, nor their contents were displayed in the Original Work.

42. As a direct and proximate result of the unauthorized use of Plaintiffs' likenesses in the Digital Objectionable Photos by Paramount, Janus through its wholly owned subsidiary Criterion, and Criterion, Hussey and Whiting have suffered and continue to suffer economic injury in their ability to receive compensation for their performances as serious film actors because by their



1 publication and distribution, the Digital Objectionable Photos falsely  
2 portrayed them as willing participants in the purveyance of prurient abuse of  
3 youthful pulchritude in the service of monetary gain and rendered them the  
4 subject of ridicule and obloquy rather than respect and praise for their virtuoso  
5 performances, all to Hussey's and Whiting's damage in a sum exceeding thirty-  
6 five thousand dollars, and according to proof.  
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9 43. As a further direct and proximate result of the conduct of Paramount and  
10 Janus through its wholly owned subsidiary Criterion, and Criterion as  
11 alleged, Hussey and Whiting suffered, and continued to suffer general  
12 damages including, but not limited to, emotional distress, embarrassment,  
13 humiliation, and mental anguish in a sum exceeding thirty-five thousand  
14 dollars and according to proof.  
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16 44. As a further direct and proximate result of the conduct of Paramount and  
17 Janus through its wholly owned subsidiary Criterion and Criterion, as  
18 alleged, Hussey and Whiting suffered, and continued to suffer general  
19 damages including, but not limited to, emotional distress, embarrassment,  
20 humiliation, and mental anguish in a sum exceeding thirty-five thousand  
21 dollars and according to proof.  
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24 45. In doing the things herein alleged, Paramount and Janus through its wholly  
25 owned subsidiary Criterion and Criterion were acting intentionally as  
26 retribution against Hussey and Whiting for bringing earlier legal action  
27 against Paramount and/or were acting cruelly and unjustly in conscious  
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disregard of the rights of Hussey and Whiting to preserve their modesty by suppressing public display of lewd and lascivious photographs of their private areas, warranting the imposition of punitive, or exemplary damages against defendants and each of them in a sum sufficient to punish Defendants, make an example of them, and deter similar conduct in the future.

WHEREFORE, Plaintiffs prays that judgment be entered against Paramount, Janus through Criterion as its wholly owned subsidiary, and Criterion as hereinafter more particularly set forth.

**THIRD CAUSE OF ACTION**

**(Violation of Performers Rights Act of the United Kingdom)**

46. By this reference Plaintiffs reallege as if set out in full in this cause of action each and every allegation set forth in paragraphs 1 through 32 inclusive of this complaint.

47. Paramount did not obtain, through any agreement with B.H.E., and/or Zeffirelli the right to produce, publish, commission, or authorize the production, reproduction, distribution, or redistribution of the Objectionable Photos in any format whatsoever.

48. On or about February 14, 2023, Paramount authorized and/or commissioned Janus through its wholly owned subsidiary Criterion to produce, reproduce, distribute, or redistribute the Digital Objectionable Photos and Janus through its wholly owned subsidiary Criterion and Criterion produced, reproduced, distributed, or redistributed the Digital Objectionable Photos in violation of

1 the provisions of the Dramatic and Musical Performers' Protection Act 1958  
2 (UK Public General Acts 1958 c. 44 (Regnal. 6\_and\_7\_Eliz\_2), § 1) (“UK Act”)  
3 by making the Digital Release: a record, directly or indirectly made from or by  
4 means of the performance of the private bedroom scene in the Original Work:  
5 a dramatic work, without the consent in writing of Hussey and Whiting, the  
6 performers in that scene and by selling or letting for hire, or distribution for  
7 the purposes of trade, or by way of trade exposing or offering for sale or hire,  
8 the Digital Release: a record made in contravention of the UK Act and/or by  
9 using for the purposes of a public performance the Digital Release: a record so  
10 made.  
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14 49. As a direct and proximate result of the unauthorized use of Plaintiffs'  
15 likenesses in the Digital Objectionable Photos by Paramount, Janus through  
16 its wholly owned subsidiary Criterion, and Criterion, Hussey and Whiting  
17 have suffered and continue to suffer economic injury in their ability to  
18 receive compensation for their performances as serious film actors because by  
19 their publication and distribution, the Digital Objectionable Photos falsely  
20 portrayed them as willing participants in the purveyance of prurient abuse of  
21 youthful pulchritude in the service of monetary gain and rendered them the  
22 subject of ridicule and obloquy rather than respect and praise for their  
23 virtuoso performances, all to Hussey’s and Whiting’s damage in a sum  
24 exceeding twenty-five thousand dollars, and according to proof.  
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50. As a further direct and proximate result of the conduct of Paramount and Janus through its wholly owned subsidiary Criterion, and Criterion as alleged, Hussey and Whiting suffered, and continued to suffer general damages including, but not limited to, emotional distress, embarrassment, humiliation, and mental anguish in a sum exceeding thirty-five thousand dollars and according to proof.

51. In doing the things herein alleged, Paramount and Janus through its wholly owned subsidiary Criterion and Criterion were acting intentionally as retribution against Hussey and Whiting for bringing earlier legal action against Paramount and/or were acting cruelly and unjustly in conscious disregard of the rights of Hussey and Whiting to preserve their modesty by suppressing public display of lewd and lascivious photographs of their private areas, warranting the imposition of punitive, or exemplary damages against defendants and each of them in a sum sufficient to punish Defendants, make an example of them, and deter similar conduct in the future.

WHEREFORE, Plaintiffs pray that judgment be entered against Paramount, Janus through Criterion as its wholly owned subsidiary, and Criterion as hereinafter more particularly set forth.

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**FOURTH CAUSE OF ACTION**

**Civil Code § 1708.85(a)**

52. By this reference Plaintiffs reallege as if set out in full in this cause of action each and every allegation set forth in paragraphs 1 through 32 inclusive of this complaint.

53. Defendants Paramount, Criterion and Janus through its wholly owned subsidiary Criterion intentionally distributed the Digital Objectionable Photos that constituted photographs, film, or other recording of Hussey and Whiting without their consent when they knew, or reasonably should have known that Hussey and Whiting had a reasonable expectation that the Objectionable Photos depicted in the Digital Objectionable Photos would remain private.

54. Those Digital Objectionable Photos exposed an intimate body part of Hussey and simulated Hussey and Whiting engaging in an act of intercourse.

55. As a direct and proximate result of the non consensual distribution, as alleged, Hussey and Whiting suffered and continue to suffer special damage in respect to their property, business, trade, profession, or occupation in a sum according to proof exceeding thirty five thousand dollars by way of loss of their property right to control the distribution and exposure of private images of their persons, as well as their business, trade, or occupation rights to perform as actors without the stigma of reputed as having performed in a sexually explicit motion picture to the detriment of their posterity and standing as highly

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acclaimed, serious actors, all to their special damage in a sum according to proof.

56. As a further direct and proximate result of the non consensual distribution of the Digital Objectionable Photos as alleged, Hussey and Whiting suffered loss of reputation, shame, mortification, and hurt feelings all to their general damage in a sum according to proof.

57. In the non consensual distribution of the Digital Objectionable Photos as alleged, Paramount and Janus through its wholly owned subsidiary Criterion and Criterion were acting intentionally as retribution against Hussey and Whiting for bringing earlier legal action against Paramount and/or were acting cruelly and unjustly in conscious disregard of the rights of Hussey and Whiting to preserve their modesty by suppressing public display of lewd and lascivious photographs of their private areas, warranting the imposition of punitive, or exemplary damages against defendants and each of them in a sum sufficient to punish Defendants, make an example of them, and deter similar conduct in the future.

WHEREFORE, Plaintiffs pray that judgment be entered against Paramount, Janus through Criterion as its wholly owned subsidiary, and Criterion as hereinafter more particularly set forth.

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**FIFTH CAUSE OF ACTION**

**15 U.S.C. § 6851(b)**

58. By this reference Plaintiffs reallege as if set out in full in this cause of action each and every allegation set forth in paragraphs 1 through 32 inclusive of this complaint.

59. The Digital Objectionable Photos constitute a visual depiction as that term is defined in 18 U.S.C. § 2265(5) in that they consisted of data stored by electronic means capable of conversion to visual images.

60. The Digital Objectionable Photos constitute an intimate visual depiction of Hussey and Whiting, as identifiable individuals engaging in a private place in sexually explicit conduct as defined in 18 U.S.C. § 2256(2)(A)(i) in that they are engaging in an act of simulated sexual intercourse.

61. Defendants Paramount, Janus through its wholly owned subsidiary Criterion, and Criterion disclosed the Digital Objectionable Photos in interstate, or foreign commerce in that the Digital Release containing the Digital Objectionable Photos was transferred by each defendant to the other and between the states of California, New York and the nations of the United States of America, the United Kingdom, and Italy and, by these defendants, , published, distributed, and/or made accessible worldwide by the World Wide Web, or other computer or electronic facilities without the consent of Hussey, or Whiting and each such defendant knew that, or recklessly disregarded whether, Hussey and Whiting had not consented to such disclosure.

1 62. As a direct and proximate result of the disclosure by Paramount, Janus  
2 through its wholly owned subsidiary Criterion, and Criterion as alleged,  
3 Hussey and Whiting suffered and continue to suffer losses in respect to their  
4 property, business, trade, profession, or occupation in a sum according to  
5 proof exceeding thirty five thousand dollars by way of loss of their property  
6 right to control the distribution and exposure of private images of their  
7 persons, as well as their business, trade, or occupation rights to perform as  
8 actors without the stigma of reputed as having performed in a sexually  
9 explicit motion picture to the detriment of their posterity and standing as  
10 highly acclaimed, serious actors, all to their special damage in a sum  
11 according to proof.  
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15 63. As a further direct and proximate result of the disclosure by Paramount,  
16 Janus through its wholly owned subsidiary Criterion, and Criterion as  
17 alleged, Hussey and Whiting suffered loss of reputation, shame,  
18 mortification, and hurt feelings all to their general damage in a sum  
19 according to proof.  
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21 64. If Paramount, Janus through Criterion as its wholly owned subsidiary, and  
22 Criterion are not enjoined by this court from further disclosure of the Digital  
23 Objectionable Photos, plaintiffs will suffer damages such that will result in a  
24 multiplicity of litigation, or that will exceed the relief that damages are  
25 capable of responding to. 15 U.S.C. § 6851(b)(3)(A)(ii) authorizes the  
26 imposition of a temporary restraining order, preliminary injunction, and  
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1 permanent injunction ordering the defendants to cease display or disclosure  
2 of the visual depiction.

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4 65. In the disclosure by Paramount, Janus through its wholly owned subsidiary  
5 Criterion, and Criterion as alleged, Paramount and Janus through its wholly  
6 owned subsidiary Criterion and Criterion were acting intentionally as  
7 retribution against Hussey and Whiting for bringing earlier legal action  
8 against Paramount and/or were acting cruelly and unjustly in conscious  
9 disregard of the rights of Hussey and Whiting to preserve their modesty by  
10 suppressing public display of lewd and lascivious photographs of their private  
11 areas, warranting the imposition of punitive, or exemplary damages against  
12 defendants and each of them in a sum sufficient to punish Defendants, make  
13 an example of them, and deter similar conduct in the future.

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16 WHEREFORE, plaintiffs pray that judgment be entered against Paramount,  
17 Janus through Criterion as its wholly owned subsidiary, and Criterion as  
18 hereinafter more particularly set forth.

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20 **PRAYER**

- 21  
22 1. For judgment against Paramount, Janus, and/or Criterion in favor of Hussey  
23 and Whiting as and for special damages in a sum according to proof that is  
24 adequate to compensate Hussey and Whiting for their economic injuries  
25 suffered as hereinabove alleged;
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27 2. For judgment against Paramount, Janus, and/or Criterion in favor of Hussey  
28 and Whiting as and for damages in a sum according to proof that is adequate

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to compensate Hussey and Whiting for the general damages suffered as hereinabove alleged;

- 3. For judgment against Paramount, Janus, and/or Criterion imposing punitive, or exemplary damages in a sum sufficient to punish and/or make an example of them and/or to deter such conduct in the future;
- 4. For preliminary and permanent injunction that the defendants cease display or disclosure of the visual depiction.
- 5. For costs of this action including a reasonable attorney’s fee as provided by 15 U.S.C. § 6851(b)(3)(A)(i) and;
- 6. For such other and further relief as the court may deem just and appropriate.

Dated: March 4, 2024

Romaine Lokhandwala Law Group, by:

\_\_\_\_\_s/ William A. Romaine\_\_\_\_\_  
William A. Romaine, Attorneys for Plaintiffs  
Hussey and Whiting.

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