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8
9 **UNITED STATES DISTRICT COURT**
10 **CENTRAL DISTRICT OF CALIFORNIA**

11 ESMÉ BIANCO,
12 Plaintiff,
13 v.
14 BRIAN WARNER a/k/a MARILYN
15 MANSON, individually, MARILYN
16 MANSON RECORDS, INC.,
17 Defendant.

18 **Case No. 2:21-cv-03677 FLA (MARx)**
19 **THIRD AMENDED COMPLAINT**
20
21 **(JURY TRIAL DEMANDED)**

22 1. Plaintiff ESMÉ BIANCO; (“Ms. Bianco” or “Plaintiff”), by and through her attorneys,
23 bring this action for damages and other legal and equitable relief, stating the following as Plaintiff’s
24 claims against BRIAN WARNER a/k/a MARILYN MANSON, individually (“Mr. Warner”),
25 MARILYN MANSON RECORDS, INC., individually (“Marilyn Manson Records” and, together
26 with Mr. Warner, “Defendants). Plaintiff demands a trial by jury.

27 **INTRODUCTION**

28 2. This is an action brought by Plaintiff seeking damages from Defendants for sexual assault,
sexual battery, tortious interference, and/or violations of the Trafficking Victims Protection
Reauthorization Act, and any other cause(s) of action that can be inferred from the facts set forth
herein.

3. Mr. Warner is a recording artist based in Los Angeles, California.

1 4. Ms. Bianco is an internationally-acclaimed actress and performer, best-known for her role
2 as “Ros” in the Emmy Award-winning show, *Game of Thrones*.

3 5. Plaintiff alleges that she is entitled to recover general damages, special damages, and
4 punitive damages, as well as such other and further relief as this Court finds necessary and proper.
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6 **JURISDICTION AND VENUE**

7 6. This Court has jurisdiction over this action pursuant to 28 U.S.C. § 1331, which confers
8 original jurisdiction upon this Court for actions arising under the laws of the United States. This
9 Court also has jurisdiction over this action pursuant to 28 U.S.C. § 1367, which confers
10 supplemental jurisdiction upon this Court for all other claims that are so related to claims in the
11 action within such original jurisdiction that they form part of the same case or controversy under
12 Article III of the United States Constitution.

13 7. Venue is also proper in this Court pursuant to 28 U.S.C. § 1391(b) because Defendants
14 maintain offices, conduct business, and reside in this District.
15

16 **PARTIES**

17 8. Defendant BRIAN WARNER a/k/a MARILYN MANSON is an individual who lives in
18 Los Angeles, California.

19 9. Defendant MARILYN MANSON RECORDS, INC is a privately held corporation with its
20 principal place of business located in Los Angeles, California.

21 10. Plaintiff ESMÉ BIANCO is a person who has been aggrieved by Defendants’ actions. She
22 is a citizen of the United States of America and is a resident of the state of California.
23

24 **STATEMENT OF FACTS**

25 11. In or around 1999, Marilyn Manson Records was founded by Mr. Warner. Mr. Warner
26 served as a musician and CEO of the record label. To help oversee the record label, Mr. Warner
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1 employed staff to facilitate both personal and professional ventures. As Mr. Warner’s reputation
2 within the entertainment industry grew, so too did the stature of Marilyn Manson Records.

3 12. Ms. Bianco was introduced to Mr. Warner in 2005 through his then-fiancée. Mr. Warner
4 expressed an interest in casting Ms. Bianco, who was beginning her acting career, in an upcoming
5 film project. Over the next few years, the film project continued to be delayed, but Mr. Warner
6 remained in touch with Ms. Bianco. Mr. Warner floated other projects for Ms. Bianco, but none
7 materialized. Mr. Warner would meet with Ms. Bianco when he visited the United Kingdom for
8 work, where she resided at that time.

9
10 13. After Mr. Warner’s divorce in 2007, he made his first sexual overtures towards Ms. Bianco.
11 He asked her for nude photographs on multiple occasions, each time playing the request off as a
12 joke. He again made references to a potential film project in 2007.

13
14 14. In February 2009, Mr. Warner flew Ms. Bianco to Los Angeles for the first time—
15 allegedly to film a music video for his song “*I want to kill you like they do in the movies.*” Ms.
16 Bianco understood this to be a professional project that would be publicly released after being
17 filmed on Flip cameras by Mr. Warner himself. Upon arrival, Ms. Bianco found that there was no
18 crew present and that she was expected to stay at Mr. Warner’s home rather than in the hotel that
19 had been previously booked. Throughout this shoot, Ms. Bianco was expected to be on-call 24/7
20 and as a result was subjected to sleep deprivation. She was told to wear lingerie as her “costume”
21 for the video. She was not provided food during the four days she spent in Los Angeles, but was
22 given drugs and alcohol.

23
24 15. In addition to these deprivations, Ms. Bianco was threatened and physically beaten
25 by Mr. Warner. Mr. Warner repeatedly told Ms. Bianco that he would come to her room and rape
26 her during the night. He threw tantrums where he would destroy camera equipment and throw
27 objects around the room. He forced Ms. Bianco to watch an extremely violent movie that caused
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1 her to faint. He attempted to force her to perform sexual acts on camera with another woman who
2 was present throughout the shoot. Perhaps most horrifyingly, Mr. Warner locked Ms. Bianco in the
3 bedroom, tied her to a prayer kneeler, and beat her with a whip that Mr. Warner said was utilized
4 by the Nazis. He also electrocuted her.

5
6 16. Ms. Bianco believed that if she protested any of this treatment, she would be seen
7 as unprofessional and barred from future professional opportunities—or worse, that Mr. Warner
8 would continue to harm her. Plaintiff has never seen any footage from this shoot and, upon
9 information and belief, it has never been published.

10 17. From February to May 2009, Mr. Warner assured Ms. Bianco that the video was
11 being edited. He blamed others for the “disruptions” of the video shoot and convinced Ms. Bianco
12 that he was simply eccentric, and his art was misunderstood.

13
14 18. In May 2009, Mr. Warner visited Ms. Bianco in London and they began a sexual
15 relationship. Though at this time sex between Ms. Bianco and Mr. Warner was consensual, Mr.
16 Warner bruised and bit Ms. Bianco and publicly groped her against her consent. He enforced a
17 “dress code” for Ms. Bianco during this trip and forced her to sit at his feet during press visits. He
18 verbally degraded her during interviews. He also attempted to bring a minor back to the hotel with
19 him and Ms. Bianco.

20
21 19. After this visit, Ms. Bianco and Mr. Warner maintained a long-distance relationship
22 for several years. Mr. Warner flew Ms. Bianco out to Los Angeles for visits and told her they would
23 shoot videos and record music during these trips. No videos or music were recorded.

24 20. In April 2011, Mr. Warner convinced Ms. Bianco to move to Los Angeles to live
25 with him while he helped her secure a visa and launch her career in the United States. Mr. Warner
26 defrauded Ms. Bianco by telling her that she would be starring in his upcoming feature film,
27 *Phantasmagoria*, and instructed Ms. Bianco to create a timeline for shooting and rehearsals. Ms.
28

1 Bianco spent two and a half months with Mr. Warner, enduring constant abuse. Mr. Warner
2 controlled Ms. Bianco’s movements and threatened to interfere with her visa process. Mr. Warner
3 alternately kept Ms. Bianco awake for days at a time and then would lock her out of the apartment
4 overnight. She was not permitted to leave the apartment without permission, nor was she permitted
5 to receive visitors.
6

7 21. Mr. Warner kept the apartment in near-total darkness and insisted that the
8 temperature remain at 63 degrees Fahrenheit. He was also frequently verbally abusive towards Ms.
9 Bianco, sometimes in front of others. Mr. Warner would berate Ms. Bianco if he did not like her
10 outfit, if she touched the thermostat, if she attempted to open the curtains in the apartment, if she
11 expressed discomfort with the violent and sexually graphic films Mr. Warner played throughout
12 the apartment, and if she failed to find objects he hid around the apartment. He also frequently
13 became enraged and would violently throw things around the apartment.
14

15 22. On one occasion, Mr. Warner chased Plaintiff around the apartment with an ax,
16 smashing holes in the walls. On another occasion, Mr. Warner cut Ms. Bianco with a Nazi knife
17 during sex, without her consent, and photographed the cuts on her body. He then posted the photos
18 online without her consent. Mr. Warner’s friends, band mates, assistant, producer, and other
19 colleagues witnessed various aspects of this abuse. Ms. Bianco was only able to escape the
20 apartment while Mr. Warner slept in June 2011. When Mr. Warner discovered Ms. Bianco had left,
21 he threatened to have her visa revoked and to “punish” her when he next saw her.
22

23 23. In 2013, Ms. Bianco attended one of Mr. Warner’s shows in Las Vegas. Afterwards,
24 he forcibly kissed her without her consent and attempted to block her from leaving. Ms. Bianco
25 was only able to leave when her friends intervened.
26

27 24. It took Ms. Bianco years to understand the extent of Mr. Warner’s physical, sexual,
28 psychological, and emotional abuse. Her career suffered due to the deterioration of her mental

1 health caused by Mr. Warner. She deals with complex Post-Traumatic Stress Disorder, anxiety,
2 depression, and panic attacks to this day as a result.

3 *Trafficking Victims Protection Act*

4 25. Mr. Warner employed fraud to bring Ms. Bianco to the United States. He promised
5 work opportunities that never appeared while inserting himself in her visa process. Ms. Bianco
6 reasonably relied upon Mr. Warner's promises of work due to his connections in the industry. Mr.
7 Warner used both fraudulent offers of movie and music video roles to convince Ms. Bianco to
8 travel to Los Angeles, whereupon Mr. Warner then made threats of force and performed violent
9 sexual acts on Ms. Bianco to which she did not consent.
10

11 26. Because Mr. Warner had previously cast Ms. Bianco in what she believed to be a
12 legitimate music video, her reliance on future projects was reliable. In fact, Mr. Warner went so far
13 as to direct Ms. Bianco to draft paperwork to confirm that she would star in his upcoming film, for
14 which rehearsals would begin shortly after her arrival in the United States.
15

16 27. Mr. Warner knew these offers to be fraudulent, as he had previously recruited Ms.
17 Bianco to come to the United States to film a music video he never intended to publish. Upon
18 information and belief, after Ms. Bianco's arrival, no effort was made to create the *Phantasmagoria*
19 film. By inserting himself in Ms. Bianco's visa process, Mr. Warner was able to control Ms. Bianco
20 by threatening to withdraw support if she displeased him. Mr. Warner's culpability is further
21 demonstrated by preventing Ms. Bianco from escaping the situation by confining her to his
22 bedroom, threatening her if she attempted to leave the apartment without permission, restricting
23 her communications, and interfering with her visa process.
24

25 28. In addition to the sexual acts demanded by Mr. Warner through force and/or threats
26 of force, Plaintiff was also required to provide unpaid labor for Mr. Warner during the April 2011
27 to July 2011 period. This included serving and preparing food for Mr. Warner and his guests,
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1 cleaning his apartment, consulting on his album, providing uncredited backup vocals during the
2 creative process for the album *Born Villain*, and being offered up to his guests and bandmates to
3 “spank.” Mr. Warner implied that because he had brought Ms. Bianco to the United States and
4 provided housing, she owed him labor and sexual intimacy. Plaintiff feared for her safety and that
5 of her friends and family if she did not comply.
6

7 29. Mr. Warner further used his position as CEO of Marilyn Manson Records to induce
8 Ms. Bianco to come to the United States. Ms. Bianco was fraudulently promised acting
9 opportunities with Mr. Warner’s band, who was represented by Marilyn Manson Records. Marilyn
10 Manson Records had a vested financial interest in encouraging Mr. Warner’s violent abusive
11 behavior in promotion of Mr. Warner’s “artistic” pursuits. This toxic culture was fostered by Mr.
12 Warner as CEO of Marilyn Manson Records, directly implicating Marilyn Manson Records. In
13 sum. Mr. Warner, as CEO of Marilyn Manson Records, used his position and prominence within
14 the company to lure Ms. Bianco to the United States, where she was then forced to provide labor
15 and sexual services on behalf of Mr. Warner and Marilyn Manson Records.
16

17 ***Sexual Assault & Sexual Battery***

18 30. Mr. Warner used drugs, force, and threats of force to coerce sexual acts from Ms.
19 Bianco on multiple occasions. Mr. Warner raped Ms. Bianco in or around May 2011. Ms. Bianco
20 was well aware of the violence Mr. Warner could dole out if she fought back, having been on the
21 receiving end of his temper many times. He also supplied drugs to Ms. Bianco and deprived her of
22 sleep and food in order to weaken her physically and mentally and decrease her ability to refuse
23 him.
24

25 31. Mr. Warner committed sexual acts with Ms. Bianco when she was unconscious or
26 otherwise unable to consent.
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1 cause the contract with Ms. Bianco to be breached by the Deftones when they refused to utilize her
2 images.

3 36. Mr. Warner’s conduct did just that. On April 14, 2022 Ms. Bianco was informed
4 that the Deftones would not perform their end of the contract with her due to Mr. Warner’s
5 interference. Ms. Bianco’s images would not be used during their upcoming tour.
6

7 37. Ms. Bianco suffered the loss of the opportunity to work with the highly regarded
8 creative director, as well as the loss of exposure from her images being used during the Deftones’
9 world tour. The breach and the loss of this professional relationship also resulted in reputational
10 damage and a loss of future economic opportunity with the Deftones. Additionally, Ms. Bianco
11 would no longer earn the economic benefit of the public exposure and social media prospects
12 afforded by the Deftones’ tour.
13

14 38. By further interfering directly with her professional reputation and career
15 opportunities, Defendant Warner continues to work to silence Ms. Bianco through threats,
16 intimidation, and coercion.

17 **CAUSES OF ACTION**

18 ***AS AND FOR A FIRST CAUSE OF ACTION FOR SEXUAL ASSAULT,***
19 ***CA. CODE CIV. PRO. § 340.16, AGAINST DEFENDANT WARNER***

20 39. Plaintiff repeats and re-alleges the allegations contained in the paragraphs above, as
21 if fully set forth herein.

22 40. Defendant Warner committed a sexual assault of Plaintiff as more fully described in
23 Section 243.4, 261, 262, 264.1, 286, 287, or 289, or former Section 288a, of the California Penal
24 Code, and/or assault with the intent to commit any of those crimes, and/or or an attempt to commit
25 any of those crimes.
26

27 41. Plaintiff’s requests for relief are set forth below.

28 ***AS AND FOR A SECOND CAUSE OF ACTION FOR SEXUAL BATTERY,***

CA. CODE. CIV. PRO. § 1708.5, AGAINST DEFENDANT WARNER

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2 42. Plaintiff repeats and re-alleges the allegations contained in the paragraphs above, as
3 if fully set forth herein.

4 43. Defendant Warner acted with the intent to cause a harmful or offensive contact with
5 an intimate part of Plaintiff, and a sexually offensive contact with Plaintiff directly or indirectly
6 resulted.

7
8 44. Defendant Warner also acted with the intent to cause a harmful or offensive contact
9 with Plaintiff by use of his intimate part, and a sexually offensive contact with that person directly
10 or indirectly resulted.

11 45. Defendant Warner also acted to cause an imminent apprehension of the conduct
12 described above, and a sexually offensive contact with Plaintiff directly or indirectly resulted.

13
14 46. Plaintiff's requests for relief are set forth below.

15 ***AS AND FOR A THIRD CAUSE OF ACTION FOR A VIOLATION OF THE***
16 ***TRAFFICKING VICTIMS PROTECTION REAUTHORIZATION ACT ("TVPRA"),***
17 ***18 U.S.C.S. § 1589, AGAINST DEFENDANTS***
WARNER AND MARILYN MANSON RECORDS

18 47. Plaintiff repeats and re-alleges the allegations contained in the paragraphs above, as
19 if fully set forth herein.

20 48. Defendant Warner knowingly obtained the labor or services of Plaintiff by means
21 of force, threats of force, physical restraint, or threats of physical restraint to that person or another
22 person;

23 by means of serious harm or threats of serious harm to Plaintiff or another person; by means
24 of the abuse or threatened abuse of law or legal process; or by means of any scheme, plan, or pattern
25 intended to cause Plaintiff to believe that, if she did not perform such labor or services, she or
26 another person would suffer serious harm or physical restraint.
27
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1 49. Defendant Marilyn Manson Records knowingly benefitted financially and/or by
2 receiving value from its participation in a venture which engaged in the providing or obtaining of
3 labor or services by any of the means described above, or knowing or in reckless disregard of the
4 fact that the venture has engaged in the providing or obtaining of labor or services by any such
5 means.

6
7 50. Plaintiff's requests for relief are set forth below.

8 ***AS AND FOR A FOURTH CAUSE OF ACTION FOR***
9 ***TORTIOUS INTERFERENCE—PERFORMANCE OF A CONTRACT***
10 ***AGAINST DEFENDANT WARNER***

11 51. Plaintiff repeats and re-alleges the allegations contained in the paragraphs above, as
12 if fully set forth herein.

13 52. A valid contract existed between Plaintiff and the Deftones.

14 53. Defendant Warner knew that a valid contract existed between Plaintiff and the
15 Deftones.

16 54. Defendant Warner intentionally interfered with the Deftones' performance of the
17 existing contract and knew that his conduct would result in a breach of the existing contract between
18 Plaintiff and the Deftones.

19 55. A breach of the contract between Plaintiff and the Deftones actually occurred.

20 56. Plaintiff suffered damages due to the breach of contract caused by Defendant
21 Warner's intentional actions.

22 57. Plaintiff's requests for relief are set forth below.

23 ***AS AND FOR A FIFTH CAUSE OF ACTION FOR***
24 ***TORTIOUS INTERFERENCE—PROSPECTIVE ECONOMIC ADVANTAGE***
25 ***AGAINST DEFENDANT WARNER***

26 58. Plaintiff repeats and re-alleges the allegations contained in the paragraphs above, as
27 if fully set forth herein.

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Dated: January 3, 2023



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CERTIFICATE OF SERVICE

I hereby certify that on the 3rd day of January, 2023, all counsel of record who are deemed to have consented to electronic service are being served with a copy of this document via the Court’s CM/ECF system.

/s/ Jay D. Ellwanger
Jay D. Ellwanger