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14  
15 **UNITED STATES DISTRICT COURT**  
16 **CENTRAL DISTRICT OF CALIFORNIA**

17 CHRISTOPHER PSAILA,  
18  
19 Plaintiff,  
20  
21 v.

22 ERIKA GIRARDI aka ERIKA  
23 JAYNE, AMERICAN EXPRESS  
24 COMPANY, ROBERT SAVAGE,  
25 KENNETH HENDERSON, STEVE  
26 SCARINCE, PETER GRIMM,  
27 LAIA RIBATALLADA, MICHAEL  
28 MINDEN, and DOES 1 TO 10,  
Inclusive,

No.

**COMPLAINT FOR DAMAGES:**

- (1) ***BIVENS* CLAIM - VIOLATION OF CONSTITUTIONAL RIGHTS, (DEFENDANTS SAVAGE, HENDERSON, SCARINCE);**
- (2) **MALICIOUS PROSECUTION, (DEFENDANTS GIRARDI, RIBATALLADA, MINDEN);**
- (3) **AIDING AND ABETTING MALICIOUS PROSECUTION,**

<sup>1</sup> Bruce Bealke's *pro hac vice* application will be filed with this Court.

Defendants.

**(DEFENDANTS AMEX, GRIMM)  
(4) CONSPIRACY TO COMMIT  
MALICIOUS PROSECUTION,  
(DEFENDANTS GIRARDI,  
RIBATALLADA, MINDEN,  
AMEX, GRIMM)**

**JURY TRIAL DEMANDED**

## I. INTRODUCTION

1. This is a civil action brought by Plaintiff Christopher Psaila (hereinafter referred to as “Chris Psaila” or “Psaila” or “Plaintiff”) alleging a *Bivens* claim against Secret Service Defendants Robert Savage (hereinafter referred to as “Savage”), Steve Scarince (hereinafter referred to as “Scarince”) and Kenneth Henderson (hereinafter referred to as “Henderson”); a malicious prosecution claim against Defendants Erika Girardi (“hereinafter referred to as “Erika Girardi” or “Ms. Girardi”), Laia Ribatallada, (hereinafter referred to as “Ribatallada”), and Michael Minden (hereinafter referred to as “Minden”); an aiding and abetting malicious prosecution claim against American Express Company (hereinafter referred to as “AMEX”) and AMEX employee and bank investigator Peter Grimm (hereinafter referred to as “Grimm”); and a conspiracy to commit malicious prosecution against Defendants Erika Girardi, Minden, Ribatallada, AMEX and Grimm.

2. This case reflects the corruption of the federal judicial system by Secret Service agents who conspired with Defendant Erika Girardi, a well-known television personality and theatrical performer,<sup>2</sup> her assistants and employees, Defendant Laia Ribatallada and Defendant Michael Minden, Defendant AMEX, and its employee, Defendant Peter Grimm. Defendant Erika Girardi is married and is currently in divorce proceedings with the now disgraced and disbarred attorney Thomas V. Girardi. Mr. Girardi is now under federal indictment in the United States Central District of

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<sup>2</sup> Erika Girardi, or as she now calls herself Erika Jayne, appears on the Bravo Network’s show *The Real Housewives of Beverly Hills*, and is in residency in Las Vegas, Nevada, performing her show, “Bet it All on Blonde.” The residency takes place at the House of Blues Las Vegas and commenced on August 25, 2023, for a run of 11 dates over five weekends through December 2, 2023.

<https://variety.com/2023/shopping/news/erika-jayne-las-vegas-residency-how-to-buy-tickets-online-1235592336/>

1 California, and the United States Northern District of Illinois for defrauding clients and  
2 misappropriating clients' settlement funds.<sup>3</sup>

3         3. All Defendants agreed and conspired to maliciously prosecute Chris  
4 Psaila for alleged wire fraud and identity theft claiming Chris Psaila defrauded Erika  
5 Girardi by charging her AMEX card with false charges for goods and services under  
6 his business Marcosquared LLC, formerly Marco Marco LLC (hereinafter referred to  
7 as "Marco Marco"). Psaila and Marco Morante are the founding partners of Marco  
8 Marco, where each are 49% owners, with Psaila running the business operations and  
9 Mr. Morante, designing, creating, and providing costume services to high-end  
10 entertainers. Erika Girardi gave Chris Psaila and Marco Marco permission to charge  
11 her credit card for costumes and services Marco Marco designed, created, made, and  
12 provided for her performances from the commencement of their business dealings in  
13 2014. The credit card holder for her credit card was Thomas V. Girardi (hereinafter  
14 "Tom Girardi"), and she was issued a credit card with separate card number as an  
15 authorized user on his account. Tom Girardi, however, was solely financially  
16 responsible for paying her credit card charges. Erika Girardi falsely claimed that all of  
17 a sudden, after doing legitimate business since 2014, that Chris Psaila, on his own,  
18 decided to defraud her in the sum of approximately \$800,000 to \$900,000 in  
19 unauthorized credit card charges from 2015 through 2016. In reality, Chris Psaila  
20 provided Erika Girardi every piece of clothing and services charged under her credit  
21 card from the beginning to the end of their business relationship.

22         4. As a result of the false accusations Erika Girardi made and caused her  
23 assistants, Defendant Laia Ribatallada and Defendant Michael Minden, to make as her  
24 agents, she and her husband, uncharged co-conspirator Tom Girardi, weaponized the  
25 Secret Service to maliciously prosecute Chris Psaila. Tom Girardi personally knew the

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26 <sup>3</sup> *United States v. Thomas Vincent Girardi, et al.*, 2:23-cr-00047-JFW; *United States v.*  
27 *Thomas Vincent Girardi, et al.*, 1:23-cr-00054-RAG.

1 head of the Secret Service in Los Angeles, Defendant Robert Savage. On information  
2 and belief, the Girardis solicited and bribed Secret Service agent Robert Savage to  
3 cause his agents, Defendants Scarince and Henderson, to criminally investigate Chris  
4 Psaila for federal crimes, instead of treating the disputed transactions as an ordinary  
5 business dispute.

6         5. Erika Girardi and Tom Girardi not only enlisted the Secret Service, but  
7 also AMEX and AMEX employee Peter Grimm to execute their scheme to maliciously  
8 prosecute Chris Psaila. Without any fair or reasonable investigation by AMEX and  
9 Peter Grimm, AMEX accepted Erika Girardi's false statements of unauthorized  
10 charges and refunded Erika Girardi and Tom Girardi \$787,117.88, depriving Chris  
11 Psaila of the opportunity to dispute her claims. AMEX failed to allow Chris Psaila to  
12 dispute the refund according to AMEX's own guidelines, failed to investigate Ms.  
13 Girardi's false claims, and told the Secret Service that Erika Girardi was the victim of  
14 Christ Psaila's fraud. AMEX and Grimm only charged back Chris Psaila or Marco  
15 Marco one time in the amount of \$4,500 (nowhere near the claimed fraud of  
16 \$787,117.88 for 132 transactions, and in and of itself was a legitimate charge) for the  
17 alleged fraud and continue to do business with Chris Psaila and Marco Marco to this  
18 day without penalty, suspension, or termination of their merchant privileges.

19         6. The Secret Service, and Defendants Savage, Scarince and Henderson,  
20 failed to do any due diligence to solicit evidentiary proof from either AMEX or Erika  
21 and Tom Girardi to substantiate whether any of the actual invoices and credit card  
22 charges were false and/or unauthorized. On information and belief, at the time the  
23 Girardis first made their false allegations, Defendant Robert Savage was the head of  
24 the Los Angeles office of the Secret Service, and Tom Girardi's friend. At the same  
25 time Savage agreed to investigate the Girardis' claims against Chris Psaila, Savage was  
26 bribed by Tom Girardi with an agreement for Tom Girardi to represent Savage in a  
27 lawsuit against Volkswagen where Savage was a plaintiff. Tom Girardi, who  
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1 substituted into the case to represent Mr. Savage, promised to pay Savage \$100,000 at  
2 the time the Secret Service commenced the investigation into Chris Psaila, and then  
3 eventually personally paid Mr. Savage \$7,500 to compensate Mr. Savage for his  
4 damages in the Volkswagen suit. This bribe and quid pro quo occurred while Savage,  
5 Scarince and Henderson were investigating Chris Psaila. Neither the personal  
6 connections between the Girardis and Savage, nor the bribe, were disclosed to Chris  
7 Psaila, his counsel or the grand jury during the criminal investigation, indictment, and  
8 prosecution of Chris Psaila. Further, Savage had a history of falsely billing for advance  
9 Presidential location scouting trips planning forcing his eventual involuntary  
10 separation from the Secret Service. This was also not disclosed to Chris Psaila, his  
11 counsel or the grand jury during Chris Psaila's criminal investigation, indictment, and  
12 prosecution. Ultimately, the indictment was dismissed against Chris Psaila on  
13 September 29, 2021, almost five years after the investigation against Chris Psaila  
14 commenced.

15       7. Erika Girardi, Laia Ribatallada and Michael Minden knew Chris Psaila  
16 had provided Ms. Girardi with all the costumes and services reflected in the invoices  
17 charged to her AMEX credit card in 2015 and 2016. AMEX, Peter Grimm, and Secret  
18 Service Defendants Savage, Henderson and Scarince acted with reckless disregard to  
19 the fact that all the charges were authorized by Erika Girardi or were caused to be  
20 authorized through Ribatallada and Minden, and all the goods and services were  
21 provided by Chris Psaila and Marco Marco. Erika Girardi, Minden and Ribatallada  
22 falsely claimed the costumes and services invoiced by Marco Marco were not provided  
23 to them, and that they did not authorize the charges for those costumes and services on  
24 the AMEX charge account. The Secret Service and AMEX Defendants conspired, and  
25 aided and abetted Girardi's, Minden's and Ribatallada's scheme to maliciously  
26 prosecute and defraud Chris Psaila so Erika/Tom Girardi would be reimbursed for all  
27 Marco Marco charges for 2015-2016 on the Girardis' AMEX account. At the time,  
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1 Tom Girardi was going bankrupt, and used client settlement funds from his law firm,  
2 Girardi Keese, to pay for his and Erika Girardi's extravagant lifestyle and personal  
3 bills.<sup>4</sup> Thus, both Erika Girardi and Tom Girardi had a compelling reason to illegally  
4 claim that Chris Psaila and Marco Marco had defrauded them. In order to execute the  
5 scheme, AMEX, Peter Grimm, the Secret Service Defendants Robert Savage, Kenneth  
6 Henderson and Steve Scarince conspired with Erika Girardi, Laia Ribatallada and  
7 Michael Minden to maliciously prosecute Chris Psaila. The refund to the Girardis  
8 justified the prosecution - the prosecution justified the refund. The refund and  
9 prosecution were inextricably intertwined and necessary to effectuate the scheme.

10 8. The Indictment was procured by fraud and lacked probable cause because  
11 false evidence was presented to the grand jury based on Defendants Girardi's,  
12 Ribatallada's and Minden's false reports to the Secret Service; the Secret Service  
13 Defendants Savage, Henderson and Scarince reckless adoption of these reports with  
14 deliberate indifference to Chris Psaila's innocence, their concealment of exculpatory  
15 and impeachment evidence not presented to the grand jury or the defense, their  
16 reckless investigation and fabrication of Secret Service reports resulted in an  
17 Indictment lacking in probable cause; and Defendants AMEX and Grimm's aiding and  
18 abetting, and conspiring with Defendants Girardi, Ribatallada and Minden to  
19 maliciously prosecute Chris Psaila.

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20 <sup>4</sup> Mr. Girardi was forced into bankruptcy involuntarily in late December of 2021. He  
21 was formally placed into chapter 7 bankruptcy on January 13, 2021. The bankruptcy  
22 trustee in court filings in August 2021 claimed that the firm owed more than \$101  
23 million to creditors but only had \$4 million in assets. Mr. Girardi has now been  
24 indicted in two separate cases, *United States v. Thomas Vincent Girardi, et al.*, 2:23-cr-  
25 00047-JFW; *United States v. Thomas Vincent Girardi, et al.*, 1:23-cr-00054-RAG,  
26 where he is accused of misappropriating settlement funds for clients. He has been  
27 disbarred. He is only named as an uncharged co-conspirator due to his bankruptcy,  
28 and due to allegations in his criminal cases that he is suffering from Alzheimer's and is  
incompetent to stand trial. The government disputes that he is incompetent to stand  
trial.



1           9. Defendants Savage, Henderson and Scarince are named as defendants for  
2 violating the constitutional rights of Chris Psaila pursuant to *Bivens v. Six Unknown*  
3 *Named Agents of Federal Bureau of Narcotics*, 403 U.S. 388 (1971) (“*Bivens*”)  
4 concerning the malicious prosecution of Chris Psaila, who was wrongfully prosecuted  
5 by the Secret Service and the federal government. The Secret Service in this case  
6 recklessly investigated this case and deliberately ignored the true facts which would  
7 have shown the absence of probable cause to indict Plaintiff Chris Psaila. Moreover,  
8 the Secret Service prepared reports that were false, ignoring true facts which would  
9 have shown their reports were false. Finally, the Secret Service Defendants in this  
10 case concealed exculpatory and impeachment evidence that would have materially  
11 affected the outcome of the case and would have led to the absence of an indictment, a  
12 dismissal, or an acquittal at trial. This *Bivens* remedy allows for the redress of wrongs  
13 via damages of intentional and/or reckless behaviors under color of Federal law when  
14 Federal law enforcement officers violate the civil rights protection guaranteed under  
15 the Fourth and Fifth Amendments to the United States Constitution.

16           10. In criminal cases, the prosecution must turn over exculpatory evidence,  
17 including impeachment evidence to the defense. *See Brady v. Maryland*, 373 U.S. 83  
18 (1963); *Giglio v. United States*, 405 U.S. 150 (1972). In the United States Supreme  
19 Court case, *Kyles v. Whitley*, 514 U.S. 419 (1995), the Supreme Court held that not  
20 only prosecutors, but police, have *Brady* obligations to turn over exculpatory evidence  
21 to the prosecution and the defense. The Ninth Circuit, in *Devereux v. Abbey*, 263 F.3d  
22 1070 (9<sup>th</sup> Cir. 2001), reaffirmed the principle that police cannot fabricate evidence, or  
23 act deliberately indifferent to a person’s innocence, and in *Tennison v. City and County*  
24 *of San Francisco*, 573 F.3d 1078 (9<sup>th</sup> Cir. 2009), held that police are not entitled to  
25 summary judgment based on qualified or absolute immunity on claims of malicious  
26 prosecution. With respect to a *Bivens* claim against federal law enforcement, the  
27 Supreme Court in *Hartman v. Moore*, 547 U.S. 250, 261-66 (2006), recognized that a  
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1 *Bivens* remedy is available for malicious prosecution. The Ninth Circuit in *Lanuza v.*  
2 *Love*, 899 F.3d 1019 (9<sup>th</sup> Cir. 2018), recognized that a *Brady* claim could be a basis for  
3 a *Bivens* remedy. Thus, the claims alleged against the Secret Service Defendants in  
4 this case, premised on malicious prosecution, the suppression of exculpatory evidence,  
5 and fabricated evidence, all can be a basis for a *Bivens* action against the Secret  
6 Service Defendants.

7 11. The *Bivens* claims against the three Secret Service Defendants arise out of  
8 their violations of Plaintiff's Fourth and Fifth Amendment rights during their  
9 unwarranted investigation and resulting prosecution of the Plaintiff for meritless  
10 claims of wire fraud and identity theft asserted by Defendant Erika Girardi, Tom  
11 Girardi, Defendant Ribatallada and Defendant Minden. The Girardi's personal and  
12 financial relationships with Defendant Savage should have automatically caused his  
13 recusal from the investigation, if not the entire Los Angeles Secret Service Field Office  
14 working under him including, Defendants Scarince and Henderson, due to their actual  
15 conflicts of interest.

16 12. Erika Girardi used the Secret Service and AMEX to enact an illicit private  
17 collection scheme to extort money from Plaintiff Chris Psaila and his company Marco  
18 Marco. Ms. Girardi knew that Chris Psaila did not owe her any money. The Secret  
19 Service and Defendants Savage, Henderson and Scarince, along with Defendants  
20 AMEX and Grimm, acted on the Girardis' behalf, specifically on Erika Girardi's  
21 behalf, with deliberate and reckless indifference to the truth that Chris Psaila and/or  
22 Marco Marco did not owe Ms. Girardi any money. Their actions violated Chris  
23 Psaila's constitutional rights under *Bivens*: their actions constituted malicious  
24 prosecution because the criminal charges lacked probable cause as the charges were  
25 authorized and legitimate; they violated his rights by fabricating reports and evidence  
26 intentionally or with reckless disregard to their falsity; and they violated his rights by  
27 concealing exculpatory and impeachment evidence. As a result of Defendants' reckless  
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1 actions, Chris Psaila was indicted on false credit card and wire fraud charges which  
2 were filed on April 28, 2017, and maliciously prosecuted on those charges in *United*  
3 *States v. Christopher Psaila*, 2:17-cr-00257-FMO. Chris Psaila always stated he was  
4 innocent. The charges were ultimately dismissed against him four and one-half years  
5 later on September 29, 2021. Chris Psaila suffered extreme emotional distress,  
6 financial harm to his business, Marco Marco, and extreme emotional, psychological,  
7 and physical injuries as a result of the four and one-half years battle against these illicit  
8 charges.

9 13. Plaintiff will file an Administrative Claim under the Federal Tort Claims  
10 Act against the United States Secret Service and the United States of America, based  
11 on the same allegations.<sup>5</sup>

## 12 **II. JURISDICTION AND VENUE**

13 14. This Court has jurisdiction over the subject matter of this action pursuant to  
14 28 U.S.C. § 1331 (federal question jurisdiction) and 28 U.S.C. § 1343 (civil rights  
15 jurisdiction).

16 15. This Court has supplemental jurisdiction over Plaintiff's state law claims  
17 pursuant to 28 U.S.C. § 1367(a), because those claims are so related to the federal  
18 claims that they form part of the same case or controversy under Article III of the  
19 United States Constitution.

20 16. Venue is appropriate in this Court under 28 U.S.C. § 1391(b)(2) as all of  
21 the events or omissions giving rise to the claim occurred in the City of Los Angeles,  
22 which is located in Los Angeles County, within the Central District of California.

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24  
25 <sup>5</sup> If the Federal Tort Claims Act administrative claim arising out of the same operative  
26 acts as this *Bivens* lawsuit is denied, Plaintiff will either seek leave to amend this  
27 complaint, or file a separate lawsuit and seek to join the two lawsuits before the  
28 Federal District Court judge assigned to this case.

1 **III. PARTIES**

2 17. Plaintiff, Christopher Psaila, (hereinafter referred to as “Chris Psaila” or  
3 “Psaila” or “Plaintiff”), is the managing member/executive officer of Marcosquared  
4 LLC, the successor in interest to Marco Marco LLC, both incorporated in California  
5 with principal place of business in Los Angeles, California (collectively referred to  
6 herein as “Marco Marco”). Plaintiff Psaila is and at all times relevant was a resident of  
7 Los Angeles County, California.

8 18. Throughout all relevant times in this complaint, Chris Psaila was co-  
9 owner with Marco Morante of Marco Marco, who was intimately involved with the  
10 operations of Marco Marco and was the creative director of Marco Marco. Both Chris  
11 Psaila and Marco Morante own 49 percent each of Marco Marco. Marco Morante and  
12 Marcosquared are not named as Plaintiffs even though Mr. Morante’s and  
13 Marcosquared’s economic interests were damaged by Defendants because they were  
14 not maliciously prosecuted by Defendants. Chris Psaila sues for the damage done to  
15 him personally and the damage done to his 49 percent share of Marcosquared.  
16 Defendants Erika Girardi, Ribatallada, and Minden attempted to recruit and align  
17 Marco Morante against Chris Psaila, but Mr. Morante refused because he knows that  
18 Marco Marco, Mr. Morante and Chris Psaila provided all the goods and services  
19 invoiced to Defendant Erika Girardi and that Chris Psaila was innocent of the criminal  
20 charges. To this day, Marco Morante and Chris Psaila are full partners in  
21 Marcosquared.

22 19. Defendant Erika Girardi aka Erika Jayne (hereinafter referred to as “Erika  
23 Girardi” or “Ms. Girardi”) is an individual residing in Los Angeles County, California,  
24 and a former client of Marco Marco.

25 20. Defendant American Express Company (hereinafter referred to as  
26 “AMEX”) is a corporation that acts through its agents and employees and a global provider  
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1 of financial services, incorporated in the State of New York, with offices worldwide,  
2 including Los Angeles, California.

3 21. Defendant Robert Savage (hereinafter referred to as “Savage”) is an  
4 individual residing in Los Angeles County, California. At all relevant times herein, he  
5 was the former Special Agent in Charge (SAIC) of the Los Angeles Field Office of the  
6 United States Secret Service.

7 22. Defendant Steve Scarince (hereinafter referred to as “Scarince”) is an  
8 individual residing in Los Angeles County, California. At all relevant times herein, he  
9 was the former Assistant to the Special Agent in Charge of the Los Angeles Field  
10 Office of the United States Secret Service. He was Defendant Savage’s number one  
11 assistant.

12 23. Defendant Kenneth Henderson (hereinafter referred to as “Henderson”) is  
13 an individual residing in the Washington, D.C., metropolitan area, and is a Special  
14 Agent of the United States Secret Service. At all relevant times herein, he was  
15 formerly with the Los Angeles Field Office but now with the Washington, D.C., Office  
16 of the United State Secret Service. He was in charge of the Psaila investigation and  
17 was supervised by Defendants Savage and Scarince on the Psaila investigation.

18 24. Defendant Peter Grimm, (hereinafter referred to as “Grimm”), at all  
19 relevant times herein, was a Bank Investigator employed by AMEX and charged with  
20 AMEX’s handling of Erika Girardi’s claim of fraud by Plaintiff Psaila.

21 25. Defendant Laia Ribatallada, (hereinafter referred to as “Ribatallada”), at  
22 all relevant times herein, was employed by Erika Girardi and was her assistant, and a  
23 resident of Los Angeles County. On behalf of Defendant Erika Girardi, she  
24 coordinated the provision of costumes and services by Marco Marco.

25 26. Defendant Michael Minden, (hereinafter referred to as “Minden”), at all  
26 relevant times herein, was employed by Erika Girardi and was the Creative Director  
27 for her performances, and a resident of Los Angeles County. He was Defendant Erika  
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1 Girardi's creative director for her career, and on behalf of Defendant Erika Girardi, he  
2 coordinated the provision of costumes and services by Marco Marco.

3 27. Plaintiff is ignorant of the true names and/or capacities of defendants sued  
4 herein as DOES 1 through 10, inclusive, and therefore sues said defendants by such  
5 fictitious names. Plaintiff will amend this complaint to allege their true names and  
6 capacities when ascertained. Plaintiff believes and alleges that each of the DOE  
7 defendants is legally responsible and liable for the incident, injuries and damages set  
8 for herein.

9 **IV. STATEMENT OF FACTS**

10 **A. Plaintiff's Credit Card Charges to Defendant Erika Girardi's AMEX**  
11 **Credit Card Were All Authorized and Legitimate.**

12 28. At all relevant times, Plaintiff Chris Psaila was the managing partner of  
13 Marco Marco, a Hollywood, California-based celebrity costume design brand catering  
14 to the entertainment industries, including music, television, theater, and motion  
15 pictures. Clients of Marco Marco include famous personalities such as Britney Spears,  
16 Jennifer Lopez, and Katy Perry among many others. Chris Psaila and Mr. Morante  
17 started Marco Marco in 2003 and have been in business twenty years together, starting  
18 Marco Marco from the ground floor up. In addition, Marco Marco has designed for  
19 American institutions such as Ringling Bros. & Barnum & Bailey, the San Francisco  
20 Ballet, and the Houston Ballet. Plaintiff Psaila and Mr. Morante built a successful  
21 business and reputation for delivering high value costumes for entertainers. In 2022,  
22 Marco Marco won an Emmy Award for costume design.

23 29. Erika Girardi, having heard of the business success of Marco Marco, had  
24 commissioned Marco Marco to design various outfits for her nascent singing career  
25 and her appearance on the popular television show, The Real Housewives of Beverly  
26 Hills.

27 30. Over the course of approximately 30 months, from 2014 to 2016, Erika  
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1 Girardi purchased from Marco Marco numerous costumes and clothing items for  
2 herself and for members of her performing entourage. These costumes were worn for  
3 stage performances, as documented at times in the television show, The Real  
4 Housewives of Beverly Hills.

5 31. As a customer of Marco Marco, Erika Girardi made purchases using an  
6 AMEX credit card imprinted with her name. On information and belief, Erika Girardi  
7 used the AMEX Card bearing her name as an authorized user associated with the  
8 account of her husband, Tom Girardi, the account holder solely financially responsible  
9 for the credit card charges.

10 32. Purchases Defendant Erika Girardi, made from Marco Marco were  
11 authorized by Defendant Girardi, or her assistants, Defendants Ribatallada or Minden,  
12 whom Defendant Erika Girardi authorized to make purchases on her behalf. When  
13 Defendant Erika Girardi met Plaintiff Psaila for the first time, she provided her credit  
14 card number, AMEX Account Number xxx-xxxxxx-63516, expiration date and  
15 security code, everything Plaintiff would need to submit a credit card charge to  
16 AMEX. In a meeting between Defendants Erika Girardi, Ribatallada, and Minden, and  
17 Marco Morante and Plaintiff at the beginning of their business relationship in 2014,  
18 Defendant Erika Girardi specifically authorized Chris Psaila to charge her AMEX card  
19 for invoices for costumes and services. At this meeting for a costume fitting, Plaintiff  
20 said he would send her the invoices, and handed Defendant Erika Girardi a hard copy  
21 of the first invoice. She physically waved the invoice away and said it “would not be  
22 necessary.” She did not want to be given the invoices. A practice not normal for Chris  
23 Psaila who customarily provided his customers with invoices.

24 33. For three years, until the dispute arose in November 2016, Defendants  
25 Erika Girardi, Ribatallada and Minden never asked to see the invoices nor disputed any  
26 charge made by Chris Psaila to Defendant Erika Girardi’s credit card account.  
27 Defendant Erika Girardi, her assistant Defendant Laia Ribatallada, her assistant  
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1 Defendant Michael Minden, or her stylist Dani Michelle (on a few occasions for music  
2 videos), would order custom costumes as well as alterations and service repairs for  
3 Defendant Erika Girardi and her dancers. Marco Marco would design and illustrate the  
4 costumes for approval, create, sew, and embellish the costumes, and would hold  
5 fittings with Ms. Girardi at the company's Hollywood studio. Marco Marco was  
6 consistently asked by Defendants Erika Girardi, Ribatallada and Minden for alterations  
7 on Ms. Girardi's department store purchased clothing, repairs and maintenance on  
8 performance costumes and materials kits for Ms. Girardi's tours. Marco Marco  
9 provided all deliverables to Defendants Erika Girardi, Ribatallada, and Minden who  
10 were authorized to act on her behalf. At no point prior to November 2016 did  
11 Defendant Erika Girardi, Defendant Ribatallada, or Defendant Minden ever dispute  
12 any of the charges.

13         34. Pursuant to the course of dealing established between Marco Marco as  
14 merchant and Defendant Erika Girardi as customer, Defendant Erika Girardi and/or  
15 one or more her agents, Defendant Ribatallada and Defendant Minden, communicated  
16 orders for purchases and corresponding charges were made pursuant to the express  
17 standing authorization given at the beginning of their business relationship back in  
18 2014. That authorization was never revoked during their course of dealings until the  
19 dispute arose in November 2016. All invoices and services were authorized through  
20 their course of conduct - via telephone calls, electronic mail, text messages, or in-  
21 person contact with personnel at the Marco Marco studio – and evidenced by the fact  
22 that the costumes were all supplied to Defendant Erika Girardi and members of her  
23 performance entourage worn in their performances. In fact, on two subsequent  
24 occasions after the initial authorization was given at the first meeting, Defendant Erika  
25 Girardi, through her agents, reauthorized the use of her AMEX card twice by Marco  
26 Marco, thus authorizing Marco Marco's use of her AMEX card for the costumes and  
27 services Marco Marco provided her throughout their course of doing business. On the  
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1 first re-authorization, the AMEX card had expired, and Shirleen Fujimoto, Tom  
2 Girardi's executive assistant at Girardi Keese, on behalf of Defendant Erika Girardi,  
3 sent updated credit card information by email to Marco Marco. On the second re-  
4 authorization, Marco Marco had changed software necessitating updated credit card  
5 information. Defendant Ribatallada, on behalf of Defendant Erika Girardi, provided  
6 updated credit card information to Marco Marco. Ms. Girardi's AMEX card expired  
7 two times during their course of dealing, and Defendant Erika Girardi, through  
8 Defendant Ribatallada and her husband Tom Girardi and his assistant, caused them to  
9 reauthorize her card twice and provide updated credit card information. By her  
10 conduct, Defendant Erika Girardi gave actual and implicit authorization for the charges  
11 to her credit card.

12 35. As a customer of Marco Marco, Defendant Erika Girardi, through her  
13 agents, purchased, during 2015-2016, approximately \$934,000 worth of goods and  
14 services pursuant to 132 separate transactions, all of which were charged to the AMEX  
15 card.

16 36. Plaintiff Psaila, and Marco Morante, on behalf of Marco Marco, have  
17 evidentiary and documentary proof that they supplied all goods and services  
18 representing all 132 transactions with Defendant Erika Girardi, for the years 2015-  
19 2016, that were processed on the AMEX card. The evidentiary proof, that will be  
20 produced in discovery, is comprised of text messages, emails, sketches of costumes  
21 sent to Defendants, invoices, order invoices, proof of delivery emails, and googled  
22 internet photos showing Defendant Erika Girardi wearing the outfits corresponding to  
23 the AMEX charges. The evidence in this case establishes beyond all dispute that all  
24 transactions that Defendants Erika Girardi, Ribatallada and Minden, conspiring with  
25 the AMEX Defendants and the Secret Service Defendants, claimed were fraudulent,  
26 were authorized, legitimate charges where the costumes and services were supplied.  
27 All the charges were authorized; none of them were fraudulent, and Defendants knew  
28

1 it. In Chris Psaila's Indictment, he was charged with 7 counts, counts 2-8, where he  
2 allegedly charged Defendant Erika Girardi's AMEX card but failed to supply the  
3 goods and services. Attached as Exhibit 1 is the evidentiary proof that establishes  
4 beyond all doubt Plaintiff Psaila and Marco Marco supplied the costumes and services  
5 represented by those seven invoices for those seven counts. Plaintiff has similar proof  
6 for all 132 AMEX transactions.

7 37. Plaintiff Psaila, Marco Morante and Marco Marco, tracked and  
8 coordinated orders, fittings, and deadlines, and efficiently communicated all logistics  
9 for good and services produced for Defendant Erika Girardi, through one or more of  
10 her assistants, including Defendants Ribatallada and Minden, via text message,  
11 electronic mail, and proof of delivery text messages. Defendants Erika Girardi,  
12 Ribatallada and Minden were in possession of the outfits, text messages, emails,  
13 sketches of the costumes sent to Defendants' emails, and proof of delivery text  
14 messages that establish the goods and services were provided, establishing Defendants  
15 knew they received the goods and services underlying the credit card charges. More  
16 basically, Defendant Erika Girardi and her performance crew had the outfits  
17 exclusively provided by Plaintiff, Mr. Morante and Marco Marco. There was never a  
18 time Marco Marco did not timely provide the costumes and services, and Defendants  
19 Erika Girardi, Ribatallada and Minden never complained that they did not receive the  
20 goods and services represented by the AMEX charges. Until November 2016,  
21 Defendants Erika Girardi, Ribatallada and Minden never complained once about the  
22 AMEX charges.

23 38. Unknown to Plaintiff Psaila, but known to Defendants, the credit card  
24 holder for Erika Girardi's credit card number XXXX-XXXXXX-63516 was Tom  
25 Girardi, who was the account holder on AMEX card number 4-68002. On information  
26 and belief, Erika Girardi was only an authorized user on Tom Girardi's account.  
27 While Erika Girardi could charge on Tom Girardi's account as an authorized user,  
28

1 under AMEX's terms of service and contract with Tom Girardi, only he was  
 2 financially responsible to AMEX for any losses on the card. Thus, Tom Girardi would  
 3 be the "victim" of any alleged fraud on Erika Girardi's 63516 card, and this explains  
 4 why it was not until approximately November 2016, after Tom Girardi saw the AMEX  
 5 charges and was in desperate financial straits at the time, that Defendants Erika  
 6 Girardi, Ribatallada and Minden concocted their scheme to maliciously prosecute  
 7 Plaintiff.

8       **B. The Inception of Defendants Erika Girardi, Ribatallada and**  
 9       **Minden's Uncharged Co-Conspirator Tom Girardi's Malicious**  
 10       **Prosecution Scheme Was Enabled by the Girardis' Personal and**  
 11       **Financial Relationship with Defendant Secret Service Agent Savage.**

12       39. In or around November or December of 2016, at a time when her husband  
 13 and his law firm were in dire financial straits, Defendant Erika Girardi falsely reported  
 14 to the Secret Service, through her husband's client Defendant Savage, that charges and  
 15 transactions made to the AMEX card by Plaintiff Psaila and Marco Marco were not  
 16 authorized and were fraudulent.

17       40. None of the transactions made on the AMEX card by Plaintiff Psaila  
 18 and/or Marco Marco, for purchases made by Defendant Erika Girardi, were  
 19 unauthorized or fraudulent, and Defendant Erika Girardi's contrary reports, aided and  
 20 abetted by Defendants Ribatallada and Minden, to the Secret Service and AMEX were  
 21 knowingly false.

22       41. At all times relevant hereto, Defendant Savage was the Special Agent in  
 23 Charge of the Los Angeles office of the United States Secret Service, Defendant  
 24 Scarince was his Assistant Agent in Charge of the Los Angeles Office, and Defendant  
 25 Henderson was a Special Agent working under Defendant Savage's and Scarince's  
 26 direct supervision on the Erika Girardi fraud investigation.

27       42. On information and belief, Defendant Savage had a history in his former  
 28

1 employment with the Secret Service of billing fake advance Presidential location  
2 scouting trips planning for which he was eventually involuntarily separated from the  
3 Secret Service during the investigation in this case. As a Secret Service agent, one of  
4 his duties was to scout locations for presidential trips to ensure the President's safety  
5 and security. On information and belief, Defendant Savage falsely used his Secret  
6 Service credentials at luxury hotels and golf courses so he would receive free rooms,  
7 food, drinks and free golf for him and other Secret Service agents. He was caught and  
8 forced to leave the Secret Service, but this fact, which would negatively affect the  
9 credibility of the Secret Service investigation, was not disclosed to Plaintiff, his  
10 counsel or the grand jury during his criminal case.

11 43. On information and belief, Tom Girardi and Defendant Savage knew each  
12 other for at least 10 years prior to 2016. Defendant Savage's wife's family knew  
13 Girardi and his law firm from decades earlier. Two of her relatives interned at Girardi  
14 Keese in the 1990's. Tom Girardi and Savage socialized regularly, and Savage was an  
15 annual attendant at Girardis' Superbowl parties.

16 44. On information and belief, the Girardis, with the assistance of Defendants  
17 Savage, Scarince, Henderson, Ribatallada, Minden, AMEX and Grimm, concocted a  
18 false claim of criminal fraud so that the Girardis would extract a significant  
19 reimbursement from AMEX. Prior to the indictment of Psaila, the Girardis did in fact  
20 receive a reimbursement to which they were not entitled in the sum of \$787,117.88.  
21 Defendant Erika Girardi received the goods and services from Plaintiff and Marco  
22 Marco, and on top of it, a big check.

23 45. In or about November or December 2016, <sup>6</sup> Tom Girardi, borrowing  
24

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25 <sup>6</sup> Information about the relationship between the Girardis and Savage was obtained  
26 from a news article by Matthew Hamilton and Harriet Ryan, in the Los Angeles Times,  
27 dated February 9, 2023, "The Girardis, the Secret Service and wire fraud claims that  
28 nearly ruined a Hollywood designer", Los Angeles Times (latimes.com):

1 heavily to fund his law firm, became upset about the AMEX bill and Erika Girardi's  
2 charges to his credit card. Defendant Erika Girardi contacted Defendant Savage, Tom  
3 Girardi's friend at the Secret Service, to assist with what she claimed were fraudulent  
4 charges by Marco Marco on her AMEX credit card.

5 46. On information and belief, at or about the same time, Tom Girardi paid  
6 Defendant Savage a bribe of at least \$7,500 in order to ensure that the Girardis  
7 received a fraudulent account credit/refund from AMEX. He bribed Defendant Savage  
8 through the guise of formally representing Defendant Savage in a lawsuit against  
9 Volkswagen.<sup>7</sup> The joining of these two claims: one by Defendant Girardi against  
10 Psaila to unjustly enrich herself and Thomas Girardi; and one by Tom Girardi  
11 representing Defendant Savage in Savage's Volkswagen's lawsuit, is no coincidence.

12 47. Defendant Savage was a plaintiff in a lawsuit against Volkswagen  
13 concerning an alleged defective brake system in his Volkswagen Minivan. Defendant  
14 Savage was already represented by counsel. Tom Girardi intervened in the lawsuit on  
15 Savage's behalf. Girardi contended in Court the settlement offer to Savage of \$7,500  
16 was too small. Girardi accused Savages' Volkswagen counsel of deceit, and that the  
17 lawyers had "totally misled the Savage family during the litigation," which the lawyers  
18 denied, claiming an affidavit filed by Savage in the litigation was full of falsehoods.

19 48. Defendant Savage agreed to assist Defendant Erika Girardi with seeking  
20 reimbursement for the AMEX credit card charges and directed Defendants Scarince  
21 and Henderson to assist with the investigation. On December 7, 2016, Defendant  
22 Erika Girardi sent Defendant Scarince an email that, on his advice, she had searched  
23 for additional AMEX charges by Marco Marco for the 2016 year using additional

24 [https://www.latimes.com/california/story/2023-02-09/tom-erika-girardi-secret-service-](https://www.latimes.com/california/story/2023-02-09/tom-erika-girardi-secret-service-hollywood-designer-wire-fraud-claims)  
25 [hollywood-designer-wire-fraud-claims.](https://www.latimes.com/california/story/2023-02-09/tom-erika-girardi-secret-service-hollywood-designer-wire-fraud-claims)

26 <sup>7</sup> This was recently exposed for the first time in February 2023, after the charges  
27 against Psaila were dismissed, by the Los Angeles Times. See footnote six for citation  
28 to Los Angeles Times article.

1 search terms that doubled the number of charges, and the charges she thought had got  
2 “reversed were not”.

3 49. On December 13, 2016, Tom Girardi appeared in court on behalf of  
4 Defendant Savage on the Volkswagen case. He attempted to persuade the Court that  
5 the settlement was inadequate and that the Volkswagen lawyers had misled Savage.  
6 The Court was displeased and angry with Girardi’s last-minute intervention in a case  
7 where a settlement had already been reached and expressed that to Mr. Girardi. In  
8 response, Tom Girardi told the Court that the Savages would dismiss the case and  
9 Girardi would pay the couple 10 times the value of their settlement: “If the Court  
10 thinks I intentionally did something wrong or tried to do anything inappropriate, that  
11 doesn’t work with me, so I personally would pay him \$100,000.” The next day,  
12 December 14, 2016, Tom Girardi filed papers dismissing Defendant Savage’s claims  
13 against Volkswagen.

14 50. On the very same day when Tom Girardi dismissed the Volkswagen suit,  
15 December 14, 2016, Defendants Savage, Scarince and Henderson, as part of the bribe  
16 and quid pro quo with Tom Girardi, sent Erika Girardi wearing a hidden recorder to  
17 meet with Plaintiff Psaila, to discuss the Marco Marco AMEX charges. Plaintiff Psaila  
18 went into the meeting to clear up any misunderstandings concerning the Marco Marco  
19 charges and review each invoice with Ms. Girardi one by one. Since all the charges  
20 were authorized, he wanted to resolve any disagreement amicably; for him he thought  
21 this might be based on some minor accounting issues or a communication problem.  
22 He saw this as a business dispute; the Defendant Secret Service Agents and Defendants  
23 Erika Girardi, Ribatallada and Minden saw this as an opportunity to bully and cow  
24 Plaintiff Psaila into agreeing he overcharged Erika Girardi. Defendant Erika Girardi  
25 extorted Plaintiff Psaila into agreeing he might have mistakenly made some accounting  
26 errors. In an effort to placate her without admitting fault, he agreed that he would do  
27 what it takes to make things right, even if that meant taking out a loan. But that was  
28

1 insufficient for Defendant Erika Girardi, who contended that he had overcharged her  
2 by \$800,000 or \$900,000 dollars, approximately the value of all the business they did  
3 in 2015 and 2016. In essence, without any proof, Defendant Erika Girardi went into  
4 that meeting and falsely attempted to extort and accuse Chris Psaila and Marco Marco  
5 of not providing any goods and services, when in fact, the facts demonstrate Plaintiff  
6 provided Defendant Erika Girardi with all the goods and services he invoiced in 2015  
7 and 2016.

8         51. Defendant Erika Girardi, ignoring all the costumes, designs, alterations,  
9 and services provided by Marco Marco and Plaintiff Psaila in 2015 and 2016, as well  
10 as her performances and on-line images in their outfits, falsely accused Plaintiff in the  
11 meeting of providing her nothing and that he had taken from her and Tom Girardi  
12 “800,000”:

13         “\$800,000?” Plaintiff stated, and added, “I don’t know how that would even be  
14 possible.”

15         Defendant Girardi later in the conversation stated: “This is a million dollars, this  
16 is 800, 900,000, well whatever, of my husband’s money that’s gone,” she told  
17 Psaila. She went on to state, “You know, all he’s (Tom Girardi) is being good to  
18 me. And all you’ve done is taken my money . . . .”

19         52. The evidence that will be produced in discovery, that Plaintiff possesses  
20 concerning the 132 AMEX charges, establishes that when Defendant Erika Girardi,  
21 aided and abetted by Defendants Ribatallada and Minden, said \$800,000-\$900,000 was  
22 “gone,” she lied, because Marco Marco and Chris Psaila have evidentiary backup in  
23 the form of invoices, text messages, emails as well as photos and videos of Erika  
24 Girardi and her dancers wearing said costumes, proving the charges were legitimate  
25 and authorized. Exhibit 1, reflecting the proof that Chris Psaila provided Defendants  
26 Erika Girardi, Ribatallada and Minden costumes and services comprising the value and  
27 amount of the counts charged in the Indictment, is representative of the proof he has  
28



1 for each and every AMEX charge. Defendant Girardi recklessly made false  
2 accusations, clearly desperate about her and her husband's financial situation.

3 53. On information and belief, Defendants Savage, Scarince and Henderson,  
4 without reasonable suspicion, let alone probable cause, outfitted Defendant Erika  
5 Girardi with a covert recording device in an attempt to entrap Chris Psaila into saying  
6 something incriminating. In fact, a careful review of the recording reveals nothing  
7 more than an innocent merchant attempting to follow a well-known rule of retail  
8 business: "the customer is always right." The Defendants later failed to review Chris  
9 Psaila's computer records, or the phones (later seized pursuant to a search warrant and  
10 therefore in the possession of the Secret Service), or Defendants Girardi, Ribatallada  
11 and Minden's text messages and, emails, on their phones and computers, that would  
12 have corroborated that all the charges were legitimate. The proof provided in Exhibit  
13 1, and the evidence in Plaintiff's possession that will be produced in discovery, is the  
14 proof that Defendants Erika Girardi, Ribatallada, Minden, Savage, Scarince,  
15 Henderson, AMEX and Grimm, had possession and access to, but failed to review  
16 when making their false accusations against Plaintiff.

17 54. None of the transactions made on the AMEX card by Plaintiff Psaila  
18 and/or Marco Marco, for purchases made by Erika Girardi, were unauthorized or  
19 fraudulent, and Erika Girardi's contrary reports to the Secret Service were knowingly  
20 false.

21 **C. Defendants AMEX and Grimm Aided, Abetted and Conspired with**  
22 **Defendants Erika Girardi, Ribatallada, Minden, and Secret Service**  
23 **Defendants Savage, Scarince and Henderson to Maliciously Prosecute**  
24 **Plaintiff without Probable Cause and in Reckless Disregard of the**  
25 **Evidence in Their Possession Establishing No Fraud Occurred and**  
26 **that Plaintiff Was Innocent.**

1           55. On December 14, 2016, the day of the secret recording by the Secret  
2 Service Defendants and Defendants Erika Girardi, Ribatallada and Minden, Defendant  
3 Savage emailed Defendant Grimm of AMEX requesting a call to discuss the case.

4           56. On December 16, 2016, Defendant Grimm emailed Defendant Henderson  
5 with the bank accounts where monies were sent to Plaintiff Psaila's business from  
6 Defendant Erika Girardi's AMEX account. Plaintiff is informed and believes that  
7 there is never any mention in any of the email correspondence or Secret Service  
8 reports that the actual account holder was Tom Girardi.

9           57. On January 9, 2017, Defendant Secret Service Agent Henderson applied  
10 for and received a Search Warrant to search Marco Marco's business premises,  
11 computers, and electronic devices, and seize all business records, computers, mobile  
12 devices and phones. The whole point behind a search warrant is to obtain documents,  
13 records and computer devices to review their contents to determine the veracity of the  
14 reports by Defendants Erika Girardi, Ribatallada and Minden. That did not happen. In  
15 the Search Warrant affidavit, Defendant Henderson stated that fraudulent charges on  
16 the AMEX totaled "\$801,013.63." He based this statement on Defendant Erika  
17 Girardi's review of the AMEX statement in 2015 and 2016 and report to him on the  
18 total of fraudulent charges, and based on Defendant Erika Girardi's statements to him  
19 that Marco Marco had been "making repeated and systematic unauthorized charges to  
20 E.G.'s AMEX account totaling hundreds of thousands of dollars." Not only was  
21 Defendant Erika Girardi's reports false and without proof, but the charges were also  
22 authorized. Defendant Henderson, in the affidavit, with incomplete and false  
23 information supplied by Erika Girardi, referred to Marco Marco's business, and  
24 therefore Chris Psaila, as "permeated with fraud." As a result, the Search Warrant was  
25 issued based on reckless mistruths by Defendant Henderson, and on information and  
26 belief, endorsed and approved by Defendants Savage and Scarince, based on lies and  
27  
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1 without probable cause. These allegations were made with reckless disregard to the  
2 truth and were knowingly false, for many reasons, including but not limited to:

- 3 a. Erika Girardi authorized Chris Psaila and Marco Marco to retain her  
4 AMEX card information and charge the credit card for all orders  
5 provided to Ms. Girardi and her performance crew.
- 6 b. The Secret Service Defendants failed to interview Psaila and Marco  
7 Morante prior to obtaining the search warrant to determine if they  
8 had provided the costumes and services. The Secret Service  
9 interviewed Marco Marco's bookkeeper, but she did not have  
10 personal knowledge of the work Marco Marco did for Defendant  
11 Girardi, or the invoices or billing, or whether the invoices were  
12 accurate.
- 13 c. Not a single customer of Marco Marco offered any evidence of  
14 sham business, dealings, or unauthorized or false credit card  
15 charges, by Chris Psaila, or Marco Marco, and there was no such  
16 evidence. The Secret Service Defendants failed to interview any  
17 Marco Marco customers.
- 18 d. By her own admission, Erika Girardi, and thereby her employees or  
19 staff, never had access to the statements from AMEX and never read  
20 any of them in the history associated with this account until at least  
21 November 2016. She never once complained about their business  
22 dealings or Marco Marco's charges for almost three years, depriving  
23 Plaintiff an opportunity to address her concerns or if she wanted to  
24 review invoices or provide them to her. She had specifically  
25 instructed him not to send her invoices for orders from Marco Marco  
26 the entire time of their business relationship, until demanding them  
27

1 in November/December 2016. A practice not normal for Chris  
2 Psaila who customarily provided his customers with invoices.

3 e. Defendant Erika Girardi's assistants, Defendant Ribatallada and  
4 Defendant Minden, placed every Defendant Erika Girardi order with  
5 Marco Marco except for a few placed by Dani Michelle, for video  
6 performances. Therefore, Erika Girardi never had any direct  
7 personal knowledge of the details of the specific orders of any goods  
8 or services ordered at Marco Marco, except for the clothes she and  
9 her performance crew wore which establishes that she received what  
10 they ordered, contrary to the Search Warrant affidavit that the  
11 transactions were unauthorized. Accordingly, the entire search  
12 warrant affidavit for every single transaction was based on  
13 incomplete and unreliable information.

14 f. There was no basis to allege that the business was "permeated by  
15 fraud" based on the allegations of Defendant Erika Girardi.  
16 Defendant Henderson did not research the Marco Marco business,  
17 did not interview other Marco Marco customers who received their  
18 orders, did not interview Marco Morante or Plaintiff prior to  
19 applying for the search warrant, who would know if anyone would  
20 know, if the costumes and services were provided, or the charges  
21 were authorized. Defendant Henderson failed to review any  
22 business documents to conclude the business was permeated by  
23 fraud. He failed to review Plaintiff's AMEX history of transactions  
24 which would have revealed out of the thousands of transactions  
25 Plaintiff had with AMEX, there had been only two charge backs  
26 which turned out to be legitimate charges. If he conducted any  
27  
28

1 reasonable investigation as required of a federal law enforcement  
2 agent, he would have reached the opposite conclusion.

3 58. No reasonable law enforcement officer, especially one with Defendant  
4 Henderson's experience and training not only as a special agent for the Secret Service  
5 but as a licensed attorney, would state under penalty of perjury a transaction was  
6 "unauthorized" without contacting the persons with actual personal knowledge of the  
7 charges in question. Pursuant to the criminal proceeding wrongfully initiated by  
8 Defendants Erika Girardi, Ribatallada and Minden, and pursued in a constitutionally  
9 unlawful manner with reckless disregard for the truth by Defendants Savage, Scarince  
10 and Henderson, on January 11, 2017, Plaintiff Psaila, his employees, and his places of  
11 business were subjected to a search warrant executed by law enforcement agents  
12 brandishing weapons. The search warrant was executed in a way that was invasive,  
13 abusive, disruptive, and publicly humiliating. Plaintiff Psaila was detained and forced  
14 to sit on the public sidewalk in front of his business neighbors and colleagues for an  
15 extended period of time. Plaintiff Psaila was subjected to extensive interrogation and  
16 public humiliation by Defendants Scarince and Henderson. This search and seizure  
17 activity of law enforcement pursuant to the wrongful criminal proceeding instigated  
18 by Erika Girardi, despite its aggressive and invasive nature, yielded no evidence of  
19 any criminal activity on the part of Plaintiff Psaila.

20 59. As a result of the baseless and improper criminal proceedings and  
21 investigation instigated by Defendant Girardi, business records, and all computers,  
22 and electronic devices necessary to conduct Marco Marco's legitimate business  
23 activities were confiscated by law enforcement agents, thereby rendering business  
24 operations for Marco Marco impossible. The computers held the designs and  
25 illustrations created by Marco Morante for all of Marco Marco's clients at the time.  
26 When Marco Marco could not deliver the items since they did not have the designs,  
27 customers left Marco Marco and went to other design firms.

1           60. During execution of the Search Warrant, Chris Psaila willingly offered  
2 and gave the Secret Service Defendants the passwords to his computers and his  
3 QuickBooks accounting software so that agents Savage, Scarince and Henderson  
4 could verify that no crimes or fraud occurred. This search took place approximately  
5 three months before the Indictment was filed. Thus, prior to the Secret Service  
6 Defendants and the United States Attorney presenting this case for indictment in April  
7 2017 to the grand jury, the Secret Service was in possession of all the information  
8 they needed to determine that Defendant Erika Girardi's claims were false. The  
9 records included time stamped invoices, emails, texts, sketches, material receipts used  
10 in the costumes, images, and video of the documents, represented by the documents in  
11 Exhibit 1, and which will be produced in discovery for all 132 transactions. The  
12 records the Secret Service possessed showed the charges were authorized. The only  
13 additional documents included in Exhibit 1 for the seven indictment charges, and  
14 which Plaintiff possesses for all the transactions, that were not in the computers and  
15 records seized by the Secret Service, were the social media searches Chris Psaila  
16 conducted of Erika Girardi's performances that showed she was wearing outfits that  
17 Marco Marco provided to her pursuant to their business arrangement. The agents in  
18 their experience are surely aware of the evidentiary value of social media searches  
19 which in this case would show Defendant Erika Girardi wearing Marco Marco outfits,  
20 but on information and belief, they conducted no such basic investigation techniques  
21 to confirm whether she received the outfits reflected in the invoices.

22           61. The Secret Service would have also discovered an email from Defendant  
23 Ribatallada to Plaintiff, showing that Defendant Erika Girardi, through Ribatallada,  
24 gave her AMEX card number reauthorizing the credit card to be used by Chris Psaila  
25 to charge her for the clothing and services. The Secret Service failed to do the basics  
26 of any criminal business fraud investigation, including a review of the documents  
27 seized, a forensic audit of the business records done by Secret Service investigators,  
28

1 accountants, auditors and experts, reviewing AMEX's transaction history with  
2 Plaintiff revealing no evidence of fraud, and a review of Erika Girardi's social media  
3 would have verified that Defendant Erika Girardi's allegations of \$800,000 to  
4 \$900,000 in fraudulent charges were false. Since the invoices added up to \$934,000  
5 for the years 2015 and 2016, Defendant Erika Girardi was essentially claiming that  
6 Marco Marco had not provided any goods and services. Thus, Defendant  
7 Henderson's false claim in the affidavit that Marco Marco's business was "permeated  
8 with fraud" was not substantiated with any evidence. Defendant Erika Girardi's  
9 allegations are so patently false on their face it is unfathomable how the Secret  
10 Service and United States could have proceeded to prosecute a case transparently  
11 lacking in probable cause. The Secret Service and United States should have never  
12 presented the case to the grand jury for indictment, and never proceeded with the  
13 prosecution.

14 62. After subsequently seizing all of the computers and software of Marco  
15 Marco, no evidence of fraud was found to corroborate Defendants Erika Girardi's,  
16 Ribatallada's and Minden's false claims. The evidence of Chris Psaila's innocence  
17 was in the possession of the Secret Service, Defendants Savage, Scarince and  
18 Henderson; it was also in the possession of AMEX's records both the Secret Service  
19 and AMEX failed to check.

20 63. After his computers were seized, Plaintiff Psaila was in ongoing email  
21 communication with Defendant Henderson, asking him on many occasions for the  
22 seized computers to be returned so he could continue Marco Marco's operations and  
23 do his best to repair the now broken client relationships. Plaintiff Psaila also discussed  
24 with Defendant Henderson a charge back from AMEX for \$4,500, the only  
25 chargeback that Defendant Psaila received from AMEX for the entirety of Marco  
26 Marco's business relationship with Erika Girardi.



1        64. On January 18, 2017, a week after the search, Plaintiff Psaila wrote  
2 Defendant Henderson the following email:

3        “Hello Ken,

4                I left you a voicemail earlier today but thought I would send an email as  
5 well.

6        I received a chargeback on my account today from American Express in the  
7 amount of 4500.00 for a charge made on 11/30/16. This was a deposit on our  
8 final and most recent job with Erika which was drawn by Marco and approved.  
9 We then purchased materials and constructed the look. No response was  
10 received after that from her. This was actually the piece that I showed you when  
11 we met at our studio last Wednesday.

12                While I do plan to dispute this chargeback with Amex immediately with  
13 images of the products. **The computer with the illustrations, the phone with**  
14 **text message of approval of the garment and the backup receipts for the**  
15 **materials purchased were all taken in the seizure last week.**

16                A chargeback like this makes business operations very difficult so I would  
17 like to get the dispute info to Amex as soon as possible.

18                I wanted to get your opinion on how to proceed in regard to this. Please let me  
19 know if you prefer an email correspondence or a phone call. Thanks, Chris.”  
20 (Emphasis added).

21        65. On January 18, 2017, Defendant Henderson responded, stating:, “Chris,  
22 Sorry I am in DC for the inauguration. Like I told you on the phone I will get you  
23 back the computers as soon as I can, but this process can take a while. Feel free to let  
24 AMEX know we have seized the computer and they can direct questions to me.  
25 Thanks, Ken Henderson.”

26        66. The computers were not returned to Plaintiff Psaila for several months,  
27 severely harming his business. The significance of the email exchange is that Plaintiff  
28

1 Psaila informed Defendant Henderson that there was only one chargeback out of the  
2 \$934,000 charges to Defendant Erika Girardi's AMEX account for \$4,500. This put  
3 the Defendants on notice that the Marco Marco and Plaintiff's charges were  
4 legitimate, since only one charge was ever charged back by AMEX on the Girardi  
5 account. Additionally, this email put the Secret Service Defendants on notice of what  
6 documents to look for and where to look for the authorizations for the charges by  
7 Marco Marco and Chris Psaila: "The computer with the illustrations, the phone with  
8 the text messages of approval of the garment and the backup receipts for the materials  
9 purchased were all taken in the seizure last week." The Defendant Secret Service  
10 agents also had access to the invoices which all contained timestamps. The invoice  
11 timestamps are significant because they show the invoices had not been altered or  
12 edited in any manner by Plaintiff Psaila or Marco Marco, again proving the charges  
13 were legitimate. With reckless disregard for Chris Psaila's innocence, the Secret  
14 Service Defendants failed to review this evidence.

15 67. In all of Chris Psaila's and Marco Marco's transactions since 2003 with  
16 AMEX, which numbered in the thousands, there were only two chargebacks: the  
17 \$4,500 instance referenced above, and one in 2012 for \$550 dollars. In both cases,  
18 Chris Psaila and Marco Marco provided the costumes and services, and both charges  
19 were legitimate. This evidence establishes Marco Marco and Chris Psaila's track  
20 record of honest and legitimate business practices as evidenced by the thousands of  
21 legitimate AMEX transactions. The Secret Service and AMEX Defendants were  
22 reckless in jumping to the conclusion that with this one customer, Defendant Erika  
23 Girardi, Chris Psaila and Marco Marco decided to embark on a scheme to defraud her  
24 in the hundreds of thousands of dollars without checking AMEX's transaction history  
25 with Chris Psaila and Marco Marco. His track record of legitimate business in general  
26 and with AMEX in particular was recklessly ignored by the Secret Service  
27 Defendants when they averred in the Search Warrant affidavit that his business was  
28

1 “permeated with fraud,” and AMEX and Grimm when they recklessly failed to review  
2 its own transaction history in their possession with Chris Psaila and Marco Marco.

3 68. Upon information and belief, Defendant Henderson, recklessly and with  
4 deliberate indifference to the rights of Chris Psaila, reported that the Erika Girardi  
5 transactions amounting to “\$801,013.63.” in the years 2015-16 were unauthorized,  
6 despite possessing evidence that, if reviewed by Defendant Henderson and the Secret  
7 Service, established that all the transactions were legitimate and authorized. No  
8 responsible or reasonable Secret Service agent in similar circumstances could  
9 reasonably conclude that any transaction was unauthorized without a thorough review  
10 of the records and speaking with witnesses with personal knowledge that would  
11 establish the charges were legitimate.

12 69. Defendant Savage was biased and invested in securing the eventual  
13 reimbursement of \$787,117.88 for his friends, the Girardis. His bias and conflict of  
14 interest was concealed from Chris Psaila, his defense counsel, and the grand jury  
15 during the criminal prosecution, which was material exculpatory evidence that should  
16 have been disclosed to the defense.

17 70. Defendant Erika Girardi presented her false claims to AMEX. Defendant  
18 AMEX and Defendant Peter Grimm, who was the AMEX fraud investigator in charge  
19 of handling Defendant Erika Girardi’s claim, recklessly concluded the charges were  
20 unauthorized. Defendant AMEX’s and Defendant Grimm’s conclusion that the  
21 charges were fraudulent, resulted in AMEX refunding to the Girardis the sum of  
22 \$787,117.88. The false allegations by Defendants Erika Girardi, Ribatallada and  
23 Minden, combined with the reckless Secret Service investigation and the reckless  
24 determination of fraud and unauthorized charges by AMEX without any factual  
25 foundation or investigation, caused the refund by AMEX and subsequent malicious  
26 prosecution of Chris Psaila.

1           71. Plaintiff Psaila and Marco Marco supplied the clothing and services that  
2 added up to the claimed amount of fraud by Defendants Erika Girardi, Ribatallada and  
3 Minden. AMEX did nothing to verify the false claims made by Erika Girardi that  
4 Marco Marco and Chris Psaila did not supply costumes to her in the sum of  
5 \$787,117.88. AMEX violated its merchant agreement with Chris Psaila and its own  
6 guidelines by failing to conduct due diligence and determine whether Erika Girardi  
7 fraud claims were true or not.

8           72. AMEX did not question Plaintiff Psaila before issuing the refund; if so,  
9 they would have received all the proof they needed that charges were legitimate. They  
10 paid a refund with only one charge back of \$4,500 to Plaintiff's account out of a refund  
11 of \$787,117.88, and continued to do business with Plaintiff and Marco Marco even  
12 after Plaintiff was indicted. They did not question why a legitimate merchant such as  
13 Plaintiff and Marco Marco would commit fraud where they had a long track record of  
14 legitimate merchant business with AMEX since 2003. All of a sudden, Plaintiff  
15 decided to defraud this one customer after doing legitimate business with her for over a  
16 year. All of a sudden, on January 1, 2015, after over ten years of legitimate AMEX  
17 business and thousands of AMEX transactions, Plaintiff decided to embark on a  
18 scheme where he did not provide any goods and services for almost every invoice for a  
19 two-year period. A perfunctory and superficial investigation would have revealed  
20 immediately that the charges were legitimate. AMEX specifically deprived Plaintiff of  
21 his merchant rights to dispute Defendant Erika Girardi's claims by not charging back  
22 his account beyond the one transaction for which Psaila provided the proof he provided  
23 the costume to Erika Girardi. The failure to charge back the account alone establishes  
24 AMEX knew or acted with reckless disregard as to whether the charges were  
25 legitimate. For the one transaction they did charge back, Psaila provided proof of the  
26 costume to both the Secret Service and AMEX that put them on notice to question and  
27 investigate the legitimacy of Defendant Erika Girardi's, Ribatallada's and Minden's  
28

1 claims. In light of the factual circumstances at hand, it is inconceivable for any  
2 prudent and commercially minded corporation such as AMEX to issue a substantial  
3 refund of three quarters of a million dollars without substantial investigation and  
4 compelling evidentiary support.

5 73. The AMEX refund resulted in the Secret Service Defendants obtaining an  
6 indictment because most reasonable people would assume such a reimbursement of  
7 that size would be persuasive evidence of wrongdoing. The subsequent Indictment,  
8 obtained by Defendants Savage, Scarince and Henderson and sought after by  
9 Defendants Erika Girardi, Ribatallada and Minden, was inevitable once such a  
10 substantial refund was made by AMEX and Grimm. The grand jurors would naturally  
11 infer that AMEX \$787,117.88 refund would mean that Plaintiff did defraud Erika  
12 Defendant Girardi, why else would such a reputable company make such a refund?  
13 They would assume that no reasonable for-profit company would part with that  
14 amount of money without reasonable grounds to do so.

15 74. The AMEX Defendants' refund caused the prosecution and indictment —  
16 the Secret Service Defendants' investigation, indictment and prosecution caused the  
17 refund — the actions together created a self-fulfilling malicious prosecution of  
18 Plaintiff. But due to the false statements of Defendants Erika Girardi, Ribatallada and  
19 Minden, motivated by their desire to unjustly enrich themselves at the expense of  
20 Plaintiff's reputation, livelihood and freedom, they played upon uncharged co-  
21 conspirator Tom Girardi's relationship with Defendant Savage, and manipulated the  
22 Secret Service Defendants and the AMEX Defendants to conspire with them and  
23 recklessly ignore the true facts in their possession that established that the invoices  
24 were legitimate and authorized. This resulted in false evidence presented to the grand  
25 jury resulting in the Indictment, and resulted in an indictment utterly lacking in  
26 probable cause resulting in the malicious prosecution of Plaintiff.

**D. The Defendants Obtained the Indictment Without Probable Cause and in Reckless Disregard to Plaintiff's Innocence.**

75. On April 20, 2017, Defendant Grimm was interviewed in the Los Angeles Secret Services office by Defendant Henderson. Defendant Grimm stated to Defendant Henderson that, "American Express has reimbursed the **victim** E.G., with a combination of statement credits and a check. The total reimbursement was \$787,117.88." (Emphasis added). A copy of this Memorandum of Interview is attached as Exhibit 2. This reimbursement was critical for the Secret Service to seek a grand jury indictment against Plaintiff Psaila, just one week later, on April 28, 2017. The statement by Defendant Grimm, while accurate that AMEX reimbursed Defendant Erika Girardi and her husband, was false in at least four ways: (1) it implies that AMEX determined that there was fraud committed by Marco Marco and Chris Psaila; (2) that the fraud was in the sum of \$787,117.88; (3) that AMEX determined there was fraud based on a fair, complete and accurate investigation; and (4) that Defendant Erika Girardi was the purported victim.

76. The facts establish that there was no complete, accurate or fair investigation conducted by Defendants Savage, Scarince and Henderson nor by AMEX and Grimm. The facts establish that Defendant Erika Girardi suffered no loss, let alone \$787,117.88. The facts establish that Defendant Erika Girardi was not a victim. Any investigation at all, or review of the evidence in the Secret Service possession seized pursuant to the Search Warrant in January 2017, would have uncovered that Marco Marco and Chris Psaila had documented proof that all costumes and services had been supplied to Defendant Erika Girardi, that all the charges were authorized, and that no fraud occurred, thereby establishing that Defendant Erika Girardi was not a victim.

77. Defendants Henderson, Scarince and Savage failed to review the proof that the Secret Service was in possession of when they executed a search warrant in

1 January 2017, including emails, text messages and timestamped invoices documenting  
 2 the transactions with Defendant Erika Girardi, which contradicted her claims of fraud.  
 3 Henderson, at the direction of Savage and Scarince and Savage, applied for the search  
 4 warrant, misleading the magistrate with false claims, and after the execution of the  
 5 search warrant, was in possession of all the evidence he needed establishing that there  
 6 was no probable cause of criminal activity.

7 78. Defendant Henderson failed to ask either Chris Psaila or Marco Morante  
 8 if they had proof of the transactions which they would have demonstrated existed in  
 9 the seized records. Chris Psaila fully cooperated in the Secret Service investigation,  
 10 including giving the Secret Service the passwords to his computers and his  
 11 QuickBooks at the time the computers were seized, so that any inspection would have  
 12 shown no fraud had occurred. Let there be no mistake, all 132 charges for the years  
 13 2015 and 2016 when the claimed fraud occurred, were in fact authorized by  
 14 Defendants Erika Girardi, Ribatallada and/or Minden. The detailed records showing  
 15 each and every authorization and legitimate invoice are similar to those attached to  
 16 Exhibit 1 for the seven indictment counts.<sup>8</sup>

17 79. On information and belief, the claim that Erika Girardi was the “victim”  
 18 in the report, by both the Secret Service and AMEX, is false. The AMEX card holder

19 \_\_\_\_\_  
 20 <sup>8</sup> In an effort to keep the public deluded into thinking she was honest and should not be  
 21 associated with her husband’s crimes, Defendant Erika Girardi continued slanderous  
 22 and libelous public statements about Chris Psaila. On February 9, 2023, Erika Girardi,  
 23 with malice aforethought, told the Los Angeles Times:

24 “In no way did I pull a scam to get \$760,000 to help anybody get this money.” “The  
 25 Girardis, the Secret Service and wire fraud claims that nearly ruined a Hollywood  
 26 designer”, Los Angeles Times (latimes.com):  
 27 [https://www.latimes.com/california/story/2023-02-09/tom-erika-girardi-secret-service-](https://www.latimes.com/california/story/2023-02-09/tom-erika-girardi-secret-service-hollywood-designer-wire-fraud-claims)  
 28 [hollywood-designer-wire-fraud-claims.](https://www.latimes.com/california/story/2023-02-09/tom-erika-girardi-secret-service-hollywood-designer-wire-fraud-claims)

To easily understand the libelous nature of this statement made to the Los Angeles  
 Times see Exhibit 1, the detail on the seven transactions that were Counts 2 through 8  
 in the Indictment.



1 for the charges was Tom Girardi, not Erika Girardi. The credit card Erika Girardi used  
2 to charge the Marco Marco costumes and services were on Tom Girardi's AMEX card,  
3 where she was just an authorized user. If there had been a "victim," that would have  
4 been Tom Girardi, the account holder, not Erika Girardi. Consequently, all references  
5 to Erika Girardi by AMEX and the Secret Service in their respective investigations as  
6 the "victim", and in the grand jury proceedings and subsequent indictment, are without  
7 any factual basis.

8 80. On April 26, 2017, two days before the case was presented to the Grand  
9 Jury, Defendant Henderson and Assistant United States Attorney George Pence<sup>9</sup> who  
10 was in charge of the Psaila investigation, spoke to Erika Girardi in a three-way  
11 conversation by telephone. Pence described the process of the case from presentation  
12 to the grand jury, to arrest or surrender, bond hearings, trial and plea agreements, and  
13 sentencing. Pence described Defendant Erika Girardi's obligations if Plaintiff Psaila  
14 was indicted, and she understood that the defense may ask for information through  
15 subpoenas of her. She said she and her assistants were willing to testify at trial. Pence  
16 discussed with Defendant Erika Girardi the possible charges in the case and the  
17 sentences the charges would carry. He also stated he would be sending to Defendants  
18 Erika Girardi and Henderson the seven charges that would be in the charging  
19 document. These were the seven AMEX Marco Marco charges he would present to

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20 <sup>9</sup> George Pence is not named as a defendant in the complaint as prosecutors are  
21 absolutely immune from liability for being civilly sued for misconduct in their roles as  
22 prosecutors under the Supreme Court case *Imbler v. Pachtman*, 424 U.S. 409 (1976).  
23 In *Imbler*, the Supreme Court held that, "The question presented in this case is whether  
24 a state prosecuting attorney who acted within the scope of his duties in initiating and  
25 pursuing a criminal prosecution is amenable to suit under 42 U.S.C. § 1983 for alleged  
26 deprivations of the defendant's constitutional rights. The Court of Appeals for the  
27 Ninth Circuit held that he is not. 500 F.2d 1301. We affirm." If it turns out that Mr.  
28 Pence acted as an investigator on the case, Plaintiff will seek leave to amend to name  
him as a defendant.

1 the grand jury as fraudulent. He asked Defendant Erika Girardi to review the charges  
2 and look for any supporting documentation including emails, texts, or invoices that  
3 would support the charges as legitimate charges. Thus, Pence requested Defendant  
4 Erika Girardi to provide any documentation she had that the Marco charges for these  
5 seven charges were legitimate, giving her one last chance to back out of her claims of  
6 fraud, knowing the severe consequences for Chris Psaila if she continued to claim the  
7 charges were illegitimate and had no documentation to support the charges.

8 81. On April 26, 2017, Assistant United States Attorney George Pence sent  
9 Defendant Henderson, Defendant Erika Girardi and Defendant Ribatallada via email  
10 the seven AMEX Marco Marco charges that he planned to present to the grand jury as  
11 unauthorized and fraudulent.

12 82. On April 27, 2017, the day before the case was presented to the Grand  
13 Jury for indictment, Defendant Henderson and Assistant United States Attorney  
14 George Pence spoke via telephone with Defendant Erika Girardi and Defendant  
15 Ribatallada concerning the seven charges that Pence planned to present as fraudulent  
16 and unauthorized charges to the grand jury.

17 83. Upon information and belief, and with malice aforethought, Defendant  
18 Henderson conducted a charade interview on April 27, 2017, with George Pence, just  
19 before the Indictment was returned on April 28, 2017, designed to intentionally  
20 mislead the grand jury by asking Erika Girardi and Laia Ribatallada if they could find  
21 any texts, emails or invoices to support the seven charges. Defendant Henderson acted  
22 with deliberate indifference to Chris Psaila's innocence since he already possessed the  
23 evidence obtained from his search warrant that confirmed all the transactions were  
24 authorized and legitimate. The documentation Henderson possessed specifically  
25 confirmed the seven transactions for which Pence was seeking corroboration were  
26 legitimate. Based on the false evidence presented by Defendants Erika Girardi and  
27 Ribatallada that there was no supporting evidence for the invoices underlying Counts  
28

1 2-8 of the Indictment, facilitated by the reckless investigation by Defendants Savage,  
 2 Scarince, Henderson, AMEX and Grimm supporting the false reports that the invoices  
 3 were fraudulent and unauthorized, the Defendants presented false evidence to the  
 4 grand jury resulting in an Indictment being returned that lacked probable cause.

5 84. Attached as Exhibit 1 is evidence that shows these seven charges, counts  
 6 two through eight of the Indictment, were authorized and legitimate. Defendants Erika  
 7 Girardi and Ribatallada claimed that they could not “find” any emails, text messages or  
 8 invoices to support the charges. A true and correct copy of this April 27, 2017, Secret  
 9 Service Memorandum report is attached hereto as Exhibit 3. This was a false  
 10 statement by Defendants Erika Girardi and Ribatallada. First, they refer to the charges  
 11 as unauthorized. Defendants Girardi and Ribatallada, knew the charges were  
 12 authorized. Defendants Erika Girardi, Ribatallada and Minden had the texts and  
 13 emails to substantiate the seven AMEX charges, and equally important, they had the  
 14 costumes commissioned from Marco Marco. Second, they failed to explain to  
 15 Defendant Henderson and Pence that they would not possess invoices since Defendant  
 16 Erika Girardi told Chris Psaila and Marco Morante not to send invoices, and that they  
 17 never asked for them prior to November 2016 when the dispute arose. Third, as set  
 18 forth in Exhibit 1, relating to the seven charges, and the documents Plaintiff possesses  
 19 for all 132 transactions, there were texts, sketches, photos, and invoices that supported  
 20 the charges. Defendants Erika Girardi and Ribatallada just lied. For count 8 of the  
 21 Indictment, a charge on August 10, 2016, there is a video of Defendant Erika Girardi  
 22 actually trying on the costume at Marco Marco’s business that was filmed for a  
 23 promotional segment for Bravotv.com.<sup>10</sup>

24 85. Defendant Erika Girardi, Ribatallada and Minden’s reports to the Secret  
 25 Service constituted false reports to a law enforcement agency that Plaintiff Psaila had

26 <sup>10</sup> [https://www.bravotv.com/the-real-housewives-of-beverly-hills/blogs/erika-jayne-](https://www.bravotv.com/the-real-housewives-of-beverly-hills/blogs/erika-jayne-shows-off-her-latest-itsy-bitsy-costume)  
 27 [shows-off-her-latest-itsy-bitsy-costume](https://www.bravotv.com/the-real-housewives-of-beverly-hills/blogs/erika-jayne-shows-off-her-latest-itsy-bitsy-costume)

1 committed crimes requiring law enforcement intervention. These false reports were  
2 intentionally ratified by Defendants Savage, Scarince and Henderson, who recklessly  
3 failed to investigate the allegations in violation of Plaintiff's rights.

4 86. Based on information falsely and maliciously reported to law enforcement  
5 and prosecutorial authorities by Defendants Erika Girardi, Ribatallada and Minden,  
6 Defendants Savage, Scarince and Henderson along with Assistant United States  
7 Attorney George Pence, presented the case to a grand jury just one day after  
8 Defendants Erika Girardi and Ribatallada reported that the seven charges were  
9 fraudulent, unauthorized and that they had no documentation to support the charges.  
10 By conducting reckless investigations with disregard for reliable and quality  
11 investigation safeguards and standards, and by ignoring the true facts, Defendants  
12 Savage, Scarince, Henderson, AMEX and Grimm conspired, counseled and aided and  
13 abetted the deception and fraud on Chris Psaila, the grand jury and the federal court.  
14 Plaintiff is informed and believes that the grand jury, based on the false evidence,  
15 returned an indictment without probable cause.<sup>11</sup> If the true evidence in the possession  
16 of the Defendants had been presented to the grand jury, no grand jury would have  
17 returned an indictment because no probable cause existed because there was no fraud.  
18 The Indictment against Plaintiff Psaila was filed on April 28, 2017, (*United States v.*  
19 *Psaila*, 2:17-cr-00257-FMO, C.D. Cal).

20 87. Among the allegations contained in the Indictment that were false are:  
21 Count One – use of an unauthorized access device: the credit card use was  
22 unauthorized and done with the intent to defraud by Chris Psaila; Counts Two through  
23 Eight: - wire fraud: Chris Psaila with the intent to defraud devised a scheme to defraud  
24

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25 <sup>11</sup> Plaintiff and his criminal defense counsel never received a copy of the grand jury  
26 transcript because the Indictment was dismissed prior to production of the transcript  
27 the government would have been obligated to produce if the case had gone to trial.  
28 Plaintiff will be moving the Court to issue an order to produce the transcript.

1 Defendant Erika Girardi, that he did it with false pretenses, representations and  
 2 promises and the concealment of materials facts, and that as result of Plaintiff Psaila's  
 3 unauthorized use of Defendant Erika Girardi's AMEX card, AMEX "suffered losses in  
 4 excess of \$700,000;" Count Nine – aggravated identity theft: Chris Psaila used  
 5 Defendant Girardi's credit card without "lawful authority" to commit the offense in  
 6 Count One. (Quoting the indictment.)

7 88. The Indictment charged Chris Psaila with the following counts: Count  
 8 One - using an unauthorized access device, the AMEX credit card, with the intent to  
 9 defraud, in violation of 18 U.S.C. § 1029(a)(2), facing ten years imprisonment; Counts  
 10 Two through Eight, a scheme to defraud (wire fraud) "victim" "E.G." by means of  
 11 material false and fraudulent pretenses, representations, and promises, and concealing  
 12 material facts, and as a result of the scheme, AMEX suffered losses in excess of  
 13 \$700,000, in violation of 18 U.S.C. § 1343, facing twenty years on each count; and  
 14 Count Nine – "using the name and American Express account number of victim E.G.,"  
 15 without lawful authority, in violation of 18 U.S.C. § 1028(a)(2), carrying a **mandatory**  
 16 **consecutive** two year prison sentence. Therefore, Plaintiff Psaila was facing a  
 17 maximum of **152 years** in prison for a crime of which he was innocent. This caused  
 18 Chris Psaila tremendous stress, psychological and physical damages, but he would not  
 19 plead guilty to a crime he did not commit.

20 89. The Indictment returned contained many falsehoods, based on the false  
 21 reports by Defendants Girardi, Ribatallada, Grimm, Savage, Scarince, Henderson,  
 22 AMEX and Grimm, including but not limited to the following:

- 23 a. In all the counts, the Indictment alleges that Plaintiff Psaila used an  
 24 unauthorized access device, Defendant Erika Girardi's credit card  
 25 number. Defendants Erika Girardi, Ribatallada and Minden knew  
 26 this allegation was false, and with reckless disregard to the obvious  
 27 facts Defendants Savage, Scarince, Henderson, AMEX and Grimm  
 28

1 knew this was false. Defendants Erika Girardi, Ribatallada, and  
2 Minden knew it was false because they did not provide AMEX or  
3 the Secret Service with one false invoice; Defendant Erika Girardi  
4 received all the costumes and services she commissioned, justifying  
5 the charges, and any perfunctory review of the facts would  
6 demonstrate that there was no fraud. The access device use was  
7 authorized because Defendant Erika Girardi authorized Plaintiff to  
8 use her card to charge for the goods and services he provided which  
9 he did.

10 b. The Indictment alleges that the “victim” was Defendant Erika  
11 Girardi, “E.G.,” when the indictment itself alleges the loss was  
12 suffered by AMEX. On information and belief, the statement that  
13 Defendant Girardi was the victim is false because the credit card  
14 belonged to Tom Girardi, not Defendant Erika Girardi. If there was  
15 a victim it would be Tom Girardi, not Erika Girardi, since he was  
16 the credit card holder, not Erika Girardi, and he was liable to  
17 AMEX for the credit card charges. Omission of the fact he was the  
18 true owner was to conceal his involvement with Defendant Erika  
19 Girardi in instigating the malicious prosecution of Plaintiff Psaila  
20 by the defendants, to conceal his desperate financial situation, and  
21 to conceal his financial and personal relationship with Defendant  
22 Savage, which would affect the credibility of the allegations and  
23 provide a motive for making false claims.

24 c. The Indictment alleges that the losses were in excess of \$700,000,  
25 which was false and without any factual basis for the allegation.  
26 The Secret Service Defendants had evidence of this falsity,  
27 including text messages, sketched drawings of costume designs,  
28

1 timestamped invoices and emails; Defendants Erika Girardi,  
2 Ribatallada and Minden had evidence of this falsity, including  
3 social media with photos of performances in Marco Marco  
4 costumes, texts, sketch drawings of costume designs, and emails.  
5 AMEX failed to investigate in any legitimate manner before  
6 authorizing the refund that resulted in the Indictment.

7 d. The Indictment alleges in Counts Two through Eight specific  
8 transactions that the Defendants contend were fraudulent. These  
9 were the transactions on which Defendants Girardi and Ribatallada  
10 were questioned on April 26 and 27, 2017, to ensure that there was  
11 no evidence supporting the legitimacy of the charges. As set forth  
12 in Exhibit 1, the charges were legitimate, and backed up by  
13 evidence in the possession of Defendants Erika Girardi, Ribatallada  
14 and Minden, as well as in the possession of Defendants Savage,  
15 Scarince and Henderson who recklessly ignored the evidence in  
16 their possession that proved the charges were legitimate. In Count  
17 8, there is actually a video showing Defendant Erika Girardi, where  
18 she was filmed at Marco Marco's studios, for Bravotv.com,  
19 wearing the costume she had ordered.

20 90. It is inconceivable that Defendants could claim these charges were  
21 unauthorized and fraudulent. Without the false evidence, there is no probable cause to  
22 support the Indictment and pursue charges against Plaintiff Psaila.

23 91. Defendants Erika Girardi, Ribatallada, Savage, Scarince and Henderson,  
24 aided and abetted by AMEX and Grimm, maintained and continued their false,  
25 malicious, and unreasonable assertions to prosecutorial authorities regarding  
26 transactions on the AMEX card while the criminal case against Plaintiff Psaila was  
27 pending, for an additional four and one-half years after the return of the Indictment,  
28



1 while knowing there was no foundation for the criminal proceeding and that it was  
2 baseless and malicious from the outset and during its entire pendency.

3 92. Plaintiff is informed and believes, prior to the refund made to the Girardis  
4 by Defendants AMEX and Grimm, neither AMEX nor Grimm conducted any  
5 investigation that complied with AMEX standards for determining whether fraud  
6 occurred in a credit card transaction. They did not interview Plaintiff Psaila or any  
7 employees of Marco Marco, including co-owner Marco Morante who designed and  
8 supplied the costumes. They did not review their own history with Marco Marco and  
9 Chris Psaila that would have revealed a track record of thousands of legitimate  
10 transactions and only two chargebacks in all that time. They did not request any  
11 documentation from Plaintiff Psaila to dispute the charges of fraud by Defendants  
12 Girardi, Ribatallada and Minden. They did not tell Plaintiff Psaila that they were  
13 going to refund the Tom Girardi credit card \$787,117.88. They did not attempt to  
14 collect that money from Chris Psaila, or chargeback his merchant's account, and  
15 Plaintiff is informed and believes that they failed to inform Defendants Savage,  
16 Scarince and Henderson that they were not seeking the money from Chris Psaila.

17 93. After the refund was made by Defendants AMEX and Grimm, they did  
18 not terminate the merchant relationship with Plaintiff Psaila or Marco Marco. Plaintiff  
19 Psaila is a member in good standing with AMEX, and to this day has merchant  
20 privileges.

21 **E. Post-Indictment the Defendants Continued to Conspire to Maliciously**  
22 **Prosecute Plaintiff Without Probable Cause Resulting in Substantial**  
23 **Damages to Plaintiff.**

24 94. Post-Indictment the Defendants Continued to Conspire to Maliciously  
25 Prosecute Plaintiff Without Probable Cause Resulting in Substantial Damages to  
26 Plaintiff. The government could have summoned Chris Psaila into court on the  
27  
28

1 Indictment. When Plaintiff Psaila was arrested following the Indictment on April 28,  
2 2017, the government moved for detention pre-trial. If the government had won the  
3 motion, Chris Psaila would have been locked up in jail awaiting his trial. He was  
4 ordered released on bail.

5 95. In a telephonic interview on October 16, 2017, Defendant Henderson  
6 spoke with Defendant Erika Girardi, and told her the trial was being delayed. She told  
7 Defendant Henderson that she was still willing to testify to "f\_\_\_\_k Chris." This  
8 statement is included to demonstrate her malicious state of mind, and there are more  
9 statements of this kind in possession of Plaintiff.

10 96. During the pendency of the prosecution and legal proceedings, Marco  
11 Morante's and Plaintiff Psaila's business, Marco Marco, and Plaintiff Psaila's personal  
12 life, were destroyed. They were barely surviving economically, and lost numerous  
13 clients and business opportunities. They had recently launched a men's underwear  
14 brand, produced under the label "Marco Marco." The brand swiftly gained popularity  
15 and recognition, leading to its availability in retail stores across 14 countries. The  
16 underwear line was destroyed by the Indictment. When the Indictment arrived, no  
17 retailers wanted to sell their underwear line, and they lost future profits. Further, many  
18 of their clients walked away, and they had to lay off almost every employee. The  
19 damages to their business, including the lost underwear line, goodwill and lost profits  
20 are in the tens of millions.

21 97. Additionally, Plaintiff Psaila and his husband had consulted with a local  
22 adoption agency and were planning to adopt an infant. When the Indictment arrived,  
23 the adoption agency informed them they could not adopt a child since Plaintiff Psaila  
24 was charged with a crime.

25 98. Plaintiff Psaila also lost his younger brother who tragically drowned in  
26 August 2017, and his father, who passed away due to pancreatic cancer in 2020. The  
27 charges interfered with Plaintiff's ability to support his father while he was dealing  
28

1 with pancreatic cancer. They both died while the charges were pending, dying with  
2 the belief that their son and brother was charged in a federal indictment. Chris Psaila  
3 lives with the fact they died knowing their son and brother was charged with a serious  
4 federal crime accusing him of fraud.

5 99. In the summer of 2021, Plaintiff Psaila retained new criminal counsel to  
6 represent him in the case, Stanley Greenberg. Mr. Greenberg substituted into the case  
7 on July 6, 2021.

8 100. On August 4, 2021, Mr. Greenberg emailed Defendant Grimm, seeking  
9 the name on the AMEX card, stating that he had conflicting information:

10 “1. What was the name on the Amex card? I have been told conflicting  
11 information: that it is the name of her husband [Tom Girardi] and I’ve also  
12 been told it was the name of her husband’s law firm. I think the firm name  
13 changed from time to time but in that time period, I understand it would have  
14 been Girardi & Keese (or something close to that). Actually, it doesn’t  
15 matter, I just need the name on the card, whatever it was.”

16 101. Defendant Grimm emailed an answer to the Assistant United States  
17 Attorney assigned to the case, who produced it to Mr. Greenberg in discovery. In  
18 Grimm’s response, he stated that the name on the card was “Erika Girardi.”

19 102. While technically correct, the answer was misleading, and demonstrated  
20 AMEX and Grimm’s willingness to cover up the true facts in this case. The Defendant  
21 Secret Service agents, Defendants AMEX and Grimm failed to disclose that the  
22 account holder was Tom Girardi, that Erika Girardi was just an authorized user, and  
23 that Tom Girardi was the victim who would have suffered the loss if there had been  
24 any losses on the card.

25 103. Mr. Greenberg also asked Defendant Grimm in the email the following  
26 questions,  
27  
28

1 “How the amount of the reimbursement was arrived at? Was that the total  
2 amount on the card charged by my client’s business? Or was that the amount  
3 that she claimed was ‘unauthorized?’”

4 104. Defendant Grimm did not answer Mr. Greenberg directly, and instead  
5 emailed the Assistant United States Attorney, “Not sure what this question is asking,  
6 but the fraud amount claimed by Erika Girardi was \$787,117.88.” AMEX and Grimm  
7 covered up how they determined the amount of reimbursement, because there was no  
8 legitimate basis for any reimbursement because Plaintiff provided all goods and  
9 services invoiced.

10 105. Defendant Grimm’s answer was produced to Mr. Greenberg in discovery,  
11 but did not answer the simple question of how AMEX and he determined the  
12 reimbursement amount. Defendant Grimm could not answer the question because  
13 Defendant AMEX and Grimm did not do a diligent fraud investigation as required by  
14 its merchant guidelines. To this day, Defendants have never provided Plaintiff Psaila  
15 any information or evidence on how the \$787,117.88 figure was determined.

16 106. On August 20, 2021, Defendant Grimm sent the Assistant United States  
17 Attorney and Special Agent Quinn Lumpkin of the Secret Service an email. Special  
18 Agent Quinn Lumpkin was now assigned to the investigation at least as of that date,  
19 and no explanation was provided to Mr. Greenberg why Defendant Henderson was no  
20 longer in charge of the investigation. In this email, produced by the Assistant United  
21 States Attorney to Mr. Greenberg, are Defendant Grimm’s answers listed above to Mr.  
22 Greenberg’s questions. Defendant Grimm states that he will “resend the statements  
23 reflecting the claimed fraudulent transactions,” and that he will attach a spreadsheet  
24 showing the same.

25 107. Mr. Greenberg has previously asked on July 21, 2021, in a letter to the  
26 prosecutor, to provide all *Brady* and *Henthorn* material to him so he could defend  
27 Plaintiff on the charges. A *Brady* request seeks information pursuant to the case,  
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1 *Brady v. Maryland*, 373 U.S. 83 (1963), all exculpatory evidence that would point to  
2 innocence, which would also include impeachment evidence reflecting on the  
3 credibility of government witnesses, Impeachment evidence is exculpatory evidence  
4 pursuant to *Giglio v. United States*, 405 U.S. 150 (1972). A *Henthorn* request requires  
5 the government to turn over to the defense from federal law enforcement officers'  
6 personnel files anything affecting the credibility of a federal law enforcement officer.  
7 *Henthorn v. United States*, 931 F.2d 29 (9<sup>th</sup> Cir. 1991). The Assistant United States  
8 Attorney assigned to the case indicated on or about August 30, 2021, that she was  
9 aware of the government's discovery obligations but never identified any impeachment  
10 information or exculpatory information to the defense, other than what may have  
11 already been produced. She did not identify any specific *Brady* or *Henthorn* material in  
12 the discovery. The government and Defendants Savage, Scarince and Henderson did  
13 not turn over any impeachment information concerning Defendants Savage, Scarince  
14 and Henderson, or any impeachment information concerning Defendants Erika Girardi  
15 or Tom Girardi. The prosecutor and Defendants Savage, Scarince and Henderson did  
16 not turn over any information concerning the prior personal and/or business  
17 relationship between Defendant Savage and Defendant Erika Girardi and Tom Girardi,  
18 Tom Girardi's representation of Defendant Savage, or Tom Girardi's bribe of Savage,  
19 that occurred at the start of the investigation. The government and Defendant Savage  
20 also did not turn over any evidence concerning reimbursements for fake presidential  
21 advance trips by Defendant Savage that caused his separation from the Secret Service.  
22 Defendants Savage, Scarince and Henderson all know they had an obligation to turn  
23 over this impeachment and exculpatory information to the prosecutor to turn over to  
24 the defense, but they did not turn over any information, and they did this with reckless  
25 disregard to Plaintiff Psaila's innocence.

26 108. On September 25, 2021, Mr. Greenberg wrote an email to the Assistant  
27 United States Attorney requesting a copy of the "\$737+ check that was written to E.G.  
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1 by American Express,” but the case was dismissed prior to Mr. Greenberg receiving  
2 the check.

3 109. Around this time, in order to prepare for trial, Mr. Greenberg also served a  
4 trial subpoena on Defendant Grimm, and had correspondence with counsel for Tom  
5 Girardi to accept a subpoena for Tom Girardi to testify at trial, and informed the  
6 Assistant United States Attorney that he planned to call Defendant Grimm, Tom  
7 Girardi and Defendant Erika Girardi at trial.

8 110. Subsequently, the government moved to dismiss the indictment on  
9 September 28, 2021, and the indictment was dismissed on September 29, 2021, by the  
10 Honorable Fernando M. Olguin, who was the United States District Judge assigned to  
11 this case.

12 111. As a result of the malicious prosecution by Defendants Erika Girardi,  
13 Ribatallada, Minden, Savage, Scarince, Henderson, AMEX and Grimm, not only did  
14 they violate Plaintiff Psaila’s rights, but they also committed a fraud on the United  
15 States District Court.

16 **V. CLAIMS FOR RELIEF**

17 **FIRST CLAIM FOR RELIEF: *BIVENS* CAUSE OF ACTION AGAINST**  
18 **DEFENDANTS ROBERT SAVAGE, STEVE SCARINCE AND KENNETH**  
19 **HENDERSON**

20 112. Plaintiff realleges and reincorporates all foregoing and subsequent  
21 paragraphs as if fully set forth herein.

22 113. At all relevant times, Defendants Savage, Scarince and Henderson were  
23 acting under the color of federal authority.

24 114. Plaintiff has a constitutional right under the Fourth Amendment to the  
25 United States Constitution to be free from unreasonable searches and seizures.  
26 Plaintiff also has a right to due process of law under the Fifth Amendment to the  
27 United States Constitution.

1           115. Defendants Savage, Scarince and Henderson were actively and  
2 instrumentally involved in instigating and causing a baseless criminal arrest (he was  
3 arrested based on the Indictment), the return of a grand jury indictment, and  
4 prosecution of Plaintiff Psaila, and they were actively and instrumentally involved in  
5 causing the continuation of that criminal proceeding based on the unsupported and  
6 false allegations of Defendant Erika Girardi. They violated Chris Psaila's rights by  
7 maliciously prosecuting him, fabricating evidence and reports against him, and  
8 concealing exculpatory and impeachment information from him that resulted in his  
9 indictment without probable cause, and maliciously continuing his prosecution until  
10 the baseless charges were dismissed. They prosecuted him without probable cause, and  
11 did it with the specific purpose and reckless disregard to his constitutional rights to due  
12 process of law.

13           116. They acted deliberately indifferent to Chris Psaila's innocence, with  
14 reckless disregard for the truth, and without probable cause. They conspired with  
15 Defendants Erika Girardi, Ribatallada and Minden, as well as uncharged co-  
16 conspirator Tom Girardi, based on their personal and financial relationships with Tom  
17 Girardi, as well as with Defendants AMEX and Grimm, to deprive Chris Psaila of his  
18 constitutional rights. They deprived Plaintiff Psaila of his rights through their  
19 malicious and baseless prosecution of Chris Psaila, their continuance of the  
20 prosecution deliberately indifferent to Chris Psaila's innocence and without probable  
21 cause and without any reasonable basis to continue a criminal prosecution despite the  
22 facts establishing Chris Psaila's innocence. Additionally, they suppressed *Brady* and  
23 impeachment evidence that was material to Chris Psaila's defense. As a result, a false  
24 Indictment without probable cause was issued. These defendants acted with malice,  
25 primarily for a purpose other than that of bringing an offender to justice, because they  
26 acted with reckless disregard as to whether Plaintiff was innocent or not.



1           117. Defendant Savage, as head of the Los Angeles Secret Service office and  
2 Defendant Scarince, Defendant Henderson's supervisors in the office and this case,  
3 had a duty to supervise Defendant Henderson to prevent the violation of Chris Psaila's  
4 rights. Defendant Savage's and Scarince's reckless supervision of Defendant  
5 Henderson, along with Henderson's actions, were a proximate cause of the damages to  
6 Chris Psaila.

7           118. As set forth in Section IV Statement of Facts in detail, Defendants  
8 Savage, Scarince and Henderson had the information in their possession that proved  
9 beyond any shadow of a doubt Plaintiff's innocence prior to seeking an Indictment and  
10 after the Indictment was returned, but they recklessly ignored the evidence they seized  
11 that established the charges were authorized and legitimate. They possessed the  
12 information represented in Exhibit 1 (seven transactions and Counts 2-8 of the  
13 Indictment, and representative of the evidence Plaintiff possesses for all 132  
14 transactions, and seized by Defendants prior to Indictment) showing all the charges  
15 were authorized in the years 2015 and 2016. If Defendants Savage, Scarince and  
16 Henderson had used the most basic of investigation techniques, such as reviewing  
17 Marco Marco computer information and documents seized as a result of the search  
18 warrant, interviewing witnesses and searching Defendant Erika Girardi's social media  
19 accounts, and reviewing Plaintiff's and Marco Marco's transaction history with  
20 AMEX, they should and would have established Defendants Erika Girardi, Ribatallada  
21 and Minden were lying, and that Defendant Erika Girardi received the costumes and  
22 services she ordered and paid for with the AMEX card. Further, this minimal  
23 investigation would have established that the AMEX charges were authorized, and that  
24 there was no probable cause for the Indictment, before or after obtaining the  
25 Indictment.

26           119. As set forth in Section IV Statement of Facts, Savage, Scarince and  
27 Henderson caused fabricated statements to be in the Search Warrant application and  
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1 the Indictment which if not made would have shown there was no probable cause for  
2 the Search Warrant and Indictment and that they were maliciously prosecuting  
3 Plaintiff.

4 120. Defendants Savage, aided and abetted by Scarince and Henderson,  
5 suppressed and concealed *Brady* information from the Assistant United States  
6 Attorney, the Grand Jury, defense counsel and Chris Psaila during the criminal  
7 prosecution, without which there was no probable cause to proceed with the charges:.

- 8 a. Unbeknownst to Chris Psaila, and concealed by Defendants  
9 Savage, Scarince and Henderson, Defendant Savage had a  
10 longstanding personal and professional relationship with the  
11 Girardis. He was represented by Tom Girardi in litigation at the  
12 same time Defendant Savage was investigating Plaintiff.
- 13 b. Defendant Savage, Defendants Scarince's and Henderson's  
14 supervisor on the criminal prosecution of Chris Psaila and directly  
15 responsible for all Secret Service investigations out of the Los  
16 Angeles office, had a conflict of interest that biased the  
17 investigation of Chris Psaila. At the very time Chris Psaila was  
18 being investigated, Tom Girardi was representing Defendant  
19 Savage in a personal injury lawsuit, and bribed Defendant Savage  
20 by offering to pay him \$100,000 out of his personal funds to settle  
21 Savage's personal injury lawsuit at the same time Savage, Scarince  
22 and Henderson instigated the investigation of Plaintiff. Eventually,  
23 after the criminal investigation commenced, Tom Girardi paid  
24 Defendant Savage \$7,500 out of his personal funds to compensate  
25 him for the damages Defendant Savage claimed in his personal  
26 lawsuit. This *Brady* information was never disclosed to the  
27 defense. Plaintiff is informed and believes that Defendants Scarince  
28

1 and Henderson had reason to believe that their boss, Defendant  
2 Savage, was represented by Tom Girardi in Savage's personal  
3 lawsuit, and was paid a settlement by Girardi out of his personal  
4 funds.

- 5 c. One of the duties of Secret Service agents is to perform advance  
6 scout work of locations that a President or person with Secret  
7 Service protection would visit to ensure the visit would be safe.  
8 Upon information and belief, the Secret Service had investigated  
9 Defendant Savage prior to the investigation in this case. The Secret  
10 Service determined Defendant Savage faked advance Presidential  
11 location scouts for which he was eventually involuntarily separated  
12 from the Secret Service during the investigation in this case. On  
13 information and belief, Defendant Savage would falsely use his  
14 Secret Service credentials at luxury hotels and golf courses so he  
15 would receive free rooms, food, drinks and free golf for him and  
16 other Secret Service agents. He was caught and forced to leave the  
17 Secret Service. These facts, which would negatively affect the  
18 credibility of the Secret Service investigation, were not disclosed to  
19 Plaintiff during his criminal case.

20 121. Upon information and belief, Defendants Scarince and Henderson, who  
21 conducted the investigation supervised by Defendant Savage, were deliberately  
22 indifferent to acts pointing to Plaintiff's innocence, but continued the criminal  
23 investigation prosecution, which include, but are not limited to the following facts:

- 24 a. On information and belief, Defendants Savage, Scarince and  
25 Henderson recklessly ignored the exculpatory evidence obtained  
26 through the documents seized pursuant to the Search Warrant in  
27 January 2017, prior to the presentation of evidence to the grand jury  
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1 in April 2017, which resulted in Plaintiff Psaila's criminal  
2 indictment. The seized evidence demonstrated that the disputed  
3 transactions were authorized, and the Marco Marco invoices to  
4 Erika Girardi were legitimate. When they executed the search  
5 warrant of Psaila's business in or about January 9, 2017, they  
6 obtained Chris Psaila's computer with the evidence that the Erika  
7 Girardi's invoices were legitimate. When the search warrant was  
8 executed, Chris Psaila gave Agent Henderson the password to the  
9 computer, and his QuickBooks password. Despite the fact that  
10 evidence of innocence was in the possession of Defendants Savage,  
11 Scarince, and Henderson and the Secret Service for three months  
12 prior to the grand jury proceedings in April 2017, they presented a  
13 false case to the grand jury.

- 14 b. After the return of the indictment, despite becoming aware the  
15 Marco Marco transactions and invoices were legitimate,  
16 Defendants Savage, Scarince and Henderson continued to  
17 criminally prosecute Chris Psaila.
- 18 c. On information and belief, Defendants Savage, Scarince and  
19 Henderson specifically failed to inventory the clothing Erika  
20 Girardi possessed that came from Marco Marco, and failed to  
21 interview all of Defendant Girardi's performance crew who would  
22 have confirmed that they wore clothing provided by Marco Marco  
23 during the years 2015 and 2016.
- 24 d. On information and belief, Defendants Savage, Scarince and  
25 Henderson deliberately failed to contact and interview Marco  
26 Morante and inquire about allegedly unauthorized transactions.  
27 This basic step would have likely ended any chance of AMEX  
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1 refunding Tom Girardi or the criminal prosecution proceeding  
2 against Plaintiff. Instead, Defendant Henderson interviewed Marco  
3 Marco's bookkeeper who had no knowledge of the clothing or  
4 invoices provided by Marco Marco to Erika Girardi, and instead set  
5 forth facts in the search warrant that had nothing to do with whether  
6 the charges were authorized or not.

- 7 e. Prior to securing the indictment, in April 2017, Defendant  
8 Henderson in the presence of Assistant United States Attorney  
9 George Pence spoke to Defendants Erika Girardi and Ribatallada,  
10 by telephone, and they informed Defendant Henderson that they  
11 could not find any emails, text messages and invoices to support the  
12 seven "unauthorized" charges set forth in the criminal indictment.  
13 The computer evidence seized in January 2017, three months prior,  
14 and text messages sent to Defendants Erika Girardi, Ribatallada and  
15 Minden, established every Marco Marco transaction was legitimate  
16 and authorized. Defendants Savage, Scarince and Henderson failed  
17 to confirm these allegations by checking Defendants Erika Girardi,  
18 Ribatallada and Minden's text messages, and by failing to review  
19 the evidence on the computers they had seized back in January  
20 2017. They failed to present to the Grand Jury the evidence in their  
21 possession establishing the charges were authorized and legitimate.
- 22 f. On information and belief, Defendants Savage, Scarince and  
23 Henderson presented to the grand jury that AMEX reimbursed the  
24 Girardi's \$787,117.88. On information and belief, the Defendants  
25 failed to present to the grand jury that Chris Psaila, although  
26 supposedly guilty of fraud, was never charged back or sued by  
27 AMEX for the supposedly \$700,000 plus stolen funds. Further,  
28

1 Chris Psaila and Marco Marco are merchants in good standing with  
2 AMEX. If the grand jury had those facts, they would have more  
3 likely than not influenced the grand jury's decision to return an  
4 indictment. Defendants Savage, Scarince and Henderson ignored  
5 these facts in pursuing the investigation and prosecution of Chris  
6 Psaila.

7 g. Defendants Savage, Scarince and Henderson failed to investigate  
8 AMEX, and why AMEX would reimburse the Girardis without  
9 seeking payment from Marco and Marco and Chris Psaila, and why  
10 they would continue to do business with Chris Psaila and Marco  
11 Marco.

12 h. Defendants Savage, Scarince and Henderson failed to produce the  
13 documents to the defense during the criminal prosecution  
14 concerning who endorsed the back of the Girardis' check  
15 reimbursement, and the statements reflecting credits to the Girardis'  
16 AMEX account. This was critical evidence as to who received  
17 payment from AMEX, which would bear on Defendant Erika  
18 Girardi's motivations in falsely making criminal charges against  
19 Chris Psaila. When counsel for Chris Psaila requested discovery  
20 concerning the endorsement of the check and who received the  
21 statement credits, the government moved to dismiss the Indictment.

22 i. Defendants Savage, Scarince and Henderson concealed  
23 involvement by Tom Girardi in the malicious prosecution of  
24 Plaintiff that affected the credibility of the investigation, and  
25 resulted in the return of the Indictment without probable cause.  
26 Due to Tom Girardi's financial situation, this information would  
27 have provided a motive, if revealed to the defense, which would  
28

1 show a motive to fabricate the charges. They also concealed,  
2 along with AMEX, that the true identity of the supposed “victim”  
3 was Tom Girardi, not Erika Girardi, since it was his account that  
4 suffered any supposed loss.

5 122. The baseless criminal proceeding instigated and caused by Defendants  
6 Savage, Scarince and Henderson terminated in Plaintiff Psaila’s favor on September  
7 29, 2021, when prosecuting authorities voluntarily moved to dismiss the Indictment,  
8 and the Court dismissed the Indictment, thereby releasing Plaintiff Psaila from any  
9 further response to the baseless criminal proceeding.

10 123. As a proximate result of Defendants Savage’s, Scarince’s and  
11 Henderson’s actions, Plaintiff Psaila has been damaged by the loss of property, and  
12 interruption/destruction of his business and business reputation resulting in past and  
13 future economic losses, all in an amount to be proven at trial, but in excess of  
14 \$18,000,000, one-half of the business losses to Marco Marco from the inception of the  
15 investigation to the present. As a further proximate result of Defendant Savage’s,  
16 Scarince’s and Henderson’s actions, Plaintiff Psaila has been damaged by loss of past  
17 and future earnings in an amount to be proven at trial.

18 124. As a further proximate result of Defendant Savage’s, Scarince’s and  
19 Henderson’s actions, Plaintiff Psaila was required to spend more than \$180,000 in  
20 attorney fees and other expenses defending himself in the baseless criminal  
21 proceeding.

22 125. As a further proximate result of Defendants Savage’s, Scarince’s and  
23 Henderson’s actions, Plaintiff Psaila has suffered and will continue to suffer a loss of  
24 reputation in the community, damages relating to which will be proven at trial.

25 126. As a further proximate result of Defendants Savage’s, Scarince’s and  
26 Hendersons’ actions, Plaintiff Psaila has suffered and will continue to suffer emotional  
27 distress, pain, and suffering, physical injuries, causing him to seek past and future  
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1 medical treatment with associated costs and damages in an amount to be proven at  
2 trial.

3 127. Defendant Savage, Scarince and Hendersons' actions were willful,  
4 malicious, outrageous and done with reckless disregard for Plaintiff Psaila's rights and  
5 interests and therefore warrant punitive damages.

6 **SECOND CAUSE OF ACTION – MALICIOUS PROSECUTION AGAINST**  
7 **DEFENDANTS ERIKA GIRARDI, LAIA RIBATALLADA AND MICHAEL**  
8 **MINDEN**

9 128. Plaintiff realleges and reincorporates all foregoing and subsequent  
10 paragraphs as if fully set forth herein.

11 129. Defendants Erika Girardi, Ribatallada and Minden were actively and  
12 instrumentally involved in instigating and causing a baseless criminal arrest,  
13 indictment and prosecution of Plaintiff Psaila, and were actively and instrumentally  
14 involved in causing the continuation of that criminal proceeding. They fabricated  
15 evidence and reports that if presented to the Grand Jury would have demonstrated there  
16 was no probable cause to return an indictment. These Defendants acted with malice,  
17 primarily for a purpose other than that of bringing an offender to justice, because they  
18 acted with reckless disregard as to whether Plaintiff was innocent or not, and acted in  
19 order to obtain money they did not deserve. Defendants Erika Girardi, Ribatallada and  
20 Minden knew the statements they made to Defendants Savage, Scarince and  
21 Henderson, and prosecutorial authorities, upon which the resulting arrest and  
22 prosecution were predicated, were untrue because they knew all the charges were  
23 authorized and that they received the costumes and services as reflected in Exhibit 1  
24 representative of all 132 transactions.

25 130. Defendants Erika Girardi, Ribatallada and Minden actively and  
26 instrumentally instigated and caused the continuation of the baseless criminal  
27 proceeding against Plaintiff Chris Psaila without probable cause and without any  
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1 reasonable basis to suspect Plaintiff Chris Psaila had committed a crime. They  
2 specifically presented false evidence knowing it would be presented to the grand jury  
3 that the transactions were fraudulent and not authorized. It was reasonably foreseeable  
4 to all three defendants that their false reports would cause the return of the Indictment  
5 and result in the malicious prosecution of Plaintiff.

6 131. The baseless criminal proceeding instigated and caused by Defendants  
7 Erika Girardi, Ribatallada and Minden terminated in Plaintiff Psaila's favor on  
8 September 29, 2021, when prosecuting authorities voluntarily moved to dismiss the  
9 indictment, and the indictment was dismissed by the Court, thereby releasing Plaintiff  
10 Psaila from any further response to the baseless criminal proceeding.

11 132. As a proximate result of Defendants Erika Girardi, Ribatallada and  
12 Minden's actions, Plaintiff Psaila has been damaged by the loss of property, and  
13 interruption/destruction of his business resulting in past and future economic losses, all  
14 in an amount to be proven at trial, but in excess of \$18,000,000. As a further  
15 proximate result of Defendants Erika Girardi, Ribatallada and Minden's actions,  
16 Plaintiff Psaila has been damaged by loss of past and future earnings in an amount to  
17 be proven at trial.

18 133. As a further proximate result of Defendants Erika Girardi's, Ribatallada's  
19 and Minden's actions Plaintiff Psaila was required to expend more than \$180,000 in  
20 attorney fees and other expenses defending himself in the baseless criminal  
21 proceeding.

22 134. As a further proximate result of Defendants Erika Girardi's, Ribatallada's  
23 and Minden's actions, Plaintiff Psaila has suffered and will continue to suffer a loss of  
24 reputation in the community, damages relating to which will be proven at trial.

25 135. As a further proximate result of Defendants Erika Girardi's, Ribatallada's  
26 and Minden's actions, Plaintiff Psaila has suffered and will continue to suffer  
27 emotional distress, pain and suffering, and physical damages, causing him to seek past  
28

1 and future medical treatment with associated costs and damages in an amount to be  
2 proven at trial.

3 136. Defendants Erika Girardi's, Ribatallada's and Minden's actions were  
4 willful, malicious, outrageous, and done with reckless disregard for Plaintiff Psaila's  
5 rights and interests and therefore warrant punitive damages.

6 **THIRD CAUSE OF ACTION – AIDING AND ABETTING MALICIOUS**  
7 **PROSECUTION**

8 **AGAINST DEFENDANTS AMEX AND PETER GRIMM**

9 137. Plaintiff realleges and reincorporates all foregoing and subsequent  
10 paragraphs as if fully set forth herein.

11 138. Defendants AMEX and Grimm, with knowledge or with reckless  
12 disregard for the truth, that Defendant Erika Girardi's claims relating to unauthorized  
13 transactions on the AMEX Card were false and malicious, aided and abetted  
14 Defendants Erika Girardi, Ribatallada and Minden in making these false and malicious  
15 claims, and knowingly aided and abetted her malicious prosecution of Plaintiff Psaila.  
16 Defendants AMEX and Grimm's actions resulted in the return of the Indictment utterly  
17 lacking in probable cause. It was reasonably foreseeable their actions would result in  
18 the return of the Indictment without probable cause and result in the malicious  
19 prosecution of Plaintiff. Defendants AMEX and Grimm acted with malice, primarily  
20 for a purpose other than that of bringing an offender to justice, because they acted with  
21 reckless disregard as to whether Plaintiff was innocent or not. By their actions, they  
22 actively assisted and brought about the malicious prosecution against Plaintiff.

23 139. Defendants AMEX and Grimm refunded to Defendant Erika Girardi and  
24 Tom Girardi \$787,117.88 for transactions based on Defendant Erika Girardi's,  
25 Ribatallada's and Minden's false and malicious claims that Plaintiff had without  
26 authorization and with fraudulent intent processed charges on Defendant Erika  
27 Girardi's AMEX card without providing the corresponding costumes and services.

1 Defendants AMEX and Grimm authorized this refund without informing Plaintiff that  
2 this enormous refund of these transactions processed through the Marco Marco  
3 merchant account had been classified by AMEX as eligible for full refund to  
4 Defendant Erika Girardi.

5 140. Defendants AMEX and Grimm refunded to Defendant Erika Girardi  
6 \$787,117.88 despite the fact that the internet, media reports and Erika Girardi's social  
7 media accounts were replete with photos and videos of Erika Girardi in possession of,  
8 wearing, and displaying items she had purchased on the AMEX card pursuant to the  
9 allegedly unauthorized transactions, and publicly crediting Chris Psaila's business with  
10 producing the items she displayed. AMEX's own transaction history with Plaintiff  
11 warranted a diligent investigation they failed to conduct, and which would have  
12 revealed there were no illegitimate or unauthorized transactions. AMEX's and  
13 Grimm's determination that there was \$787,117.88 in unauthorized transactions caused  
14 the Secret Service to come to the same conclusion. The Secret Service's reckless  
15 investigation caused AMEX and Grimm to reach the same conclusion as they  
16 reinforced each other's false conclusions based on their reckless investigations without  
17 regard to Plaintiff's innocence. The facts demonstrate that Defendants AMEX and  
18 Grimm knew or should have known, or with normal and reasonable investigative  
19 practices would have known, that Erika Girardi's claims regarding unauthorized  
20 transactions were false and malicious. Defendants AMEX and Grimm acted recklessly  
21 and without proof, other than the false statements of Defendants Erika Girardi,  
22 Ribatallada and Grimm, that the transactions were unauthorized and fraudulent.  
23 Further, this evidence demonstrates that Defendants AMEX and Grimm actions in  
24 refunding such enormous sums to Erika Girardi were wrongful and inconsistent with  
25 any legitimate purpose.

26 141. In refunding \$787,117.88 to Erika Girardi based on Defendant Girardi's,  
27 Ribatallada's and Minden's false and malicious claims, Defendants AMEX and Grimm  
28

1 acted in concert with the Girardi defendants and knowingly facilitated, accommodated  
2 and encouraged the commission of Defendant Erika Girardi's, Ribatallada's and  
3 Minden's malicious prosecution of Plaintiff.

4 142. In refunding \$787,117.88 to Erika Girardi based on her false and  
5 malicious claims, Defendants AMEX and Grimm gave Defendant Erika Girardi's false  
6 and malicious claims unwarranted credibility and an unwarranted aura of legitimacy  
7 that allowed her scheme to flourish, and thereby facilitated her tortious and illegal  
8 activity and her malicious prosecution of Chris Psaila.

9 143. In refunding \$787,117.88 to Defendant Erika Girardi and Tom Girardi,  
10 and in furtherance and facilitation of malicious prosecution of Plaintiff, Defendants  
11 AMEX and Grimm created a fictitious "loss" and a fictitious "victim" that Defendant  
12 Erika Girardi incorporated into in her false and malicious statements to federal law  
13 enforcement agents claiming Plaintiff had illegally made unauthorized and/or  
14 fraudulent transactions on the AMEX card. Additionally, defendants AMEX and  
15 Grimm facilitated the concealment of the true card holder and alleged "victim" was  
16 Tom Girardi. Defendants AMEX and Grimm conspired with Defendants Savage,  
17 Scarince, Henderson, Erika Girardi, Ribatallada and Minden to keep Tom Girardi's  
18 role in the fraudulent scheme secret, and portray falsely that Defendant Erika Girardi  
19 was the true victim, where they knew that she did not suffer any losses, only the card  
20 holder, Tom Girardi allegedly did.

21 144. Defendants AMEX and Grimm made this refund of \$787,117.88 to  
22 Defendant Erika Girardi and Tom Girardi, and thereby facilitated and assisted  
23 Defendant Girardi in her malicious prosecution of Chris Psaila, and AMEX concealed  
24 its actions by using atypical, irregular, unorthodox, arbitrary, capricious, unreasonable,  
25 deceptive and wholly inadequate methods of investigation, evaluation and resolution of  
26 Erika Girardi's claims of unauthorized transactions on the AMEX Card, and these  
27 methods were inconsistent with and contrary to AMEX's normal and pre-established  
28

1 policies and practices for investigating, evaluating and resolving claims of  
2 unauthorized transactions on credit card and merchant accounts,.

3 145. Defendants AMEX and Grimm failed or refused to contact its merchant,  
4 Chris Psaila, even once to inquire about the disputed transactions and thereby  
5 concealed its actions and deprived Chris Psaila of the opportunity to respond to Erika  
6 Girardi's false and malicious claims that the transactions were unauthorized, that the  
7 amount of the unauthorized transactions were \$787,117.88, and how AMEX and  
8 Defendants Erika Girardi, Ribatallada, and Minden determined that was the amount of  
9 the fraud. Their actions, which by design and/or effect actively advanced, facilitated  
10 and assisted Erika Girardi's tortious and illegal conduct, and precluded Plaintiff from  
11 any opportunity to prevent Defendant Girardi's malicious prosecution of Plaintiff.

12 146. Defendants AMEX and Grimm concealed its actions in that it failed or  
13 refused to issue a chargeback against Chris Psaila's merchant account, which would  
14 have triggered an automatic opportunity for Plaintiff to respond to the disputed  
15 transactions and thereby demonstrate to all concerned that the claims of Erika Girardi  
16 regarding the disputed transactions were demonstrably false. Defendant AMEX and  
17 Grimm thereby actively advanced, facilitated and assisted Defendants Erika Girardi,  
18 Ribatallada and Minden in their tortious activity and their malicious prosecution of  
19 Chris Psaila, and actively deprived Plaintiff of any opportunity to curtail and their  
20 tortious conduct.

21 147. Defendants AMEX and Grimm excluded Plaintiff from participating in its  
22 evaluation and determination of whether Defendant Erika Girardi's, Ribatallada's and  
23 Minden's false and malicious claims regarding such an inordinately large quantity and  
24 dollar value of disputed transactions were authorized and legitimate, but instead  
25 concealed its actions and collaborated with Defendants Erika Girardi, Ribatallada and  
26 Minden by actively advancing, facilitating, and assisting their tortious and illegal  
27 conduct by transferring to Defendant Erika Girardi \$787,117.88.

1           148. Defendants AMEX and Grimm never revoked Plaintiff's or Marco  
2 Marco's merchant charging privileges even after paying Defendant Erika Girardi and  
3 Tom Girardi \$787,117.88 for allegedly unauthorized transactions. This failure to  
4 revoke Plaintiff's and Marco's merchant charging privileges was atypical and  
5 inconsistent with AMEX's normal and pre-existing policies and procedures, allowing  
6 AMEX and Grimm to mask and conceal its actions from Plaintiff, and exclude him  
7 from participating in AMEX's investigation and resolution of the allegedly  
8 unauthorized transactions.

9           149. The encouragement and assistance Defendants AMEX and Grimm  
10 provided to Defendants Erika Girardi, Ribatallada and Minden, was a substantial factor  
11 in causing the resulting malicious prosecution perpetrated by Defendants Erika Girardi,  
12 Ribatallada and Minden by giving their false and malicious claims an unwarranted  
13 veneer of legitimacy and truthfulness. As such, AMEX and Grimm as cotortfeasors,  
14 are fully responsible for the consequences of Defendants Erika Girardi's, Ribatallada's  
15 and Minden's tortious and illegal actions in perpetrating the malicious prosecution  
16 against Plaintiff.

17           150. Defendants AMEX and Grimm had a duty not to subject Chris Psaila to  
18 malicious prosecution, and AMEX and Grimm had a duty not to aid and abet  
19 Defendants Erika Girardi, Ribatallada and Minden's tortious activity and malicious  
20 prosecution of Plaintiff.

21           151. Defendants AMEX and Grimm breached their duty by aiding and abetting  
22 Defendants Erika Girardi's, Ribatallada's and Minden's scheme to perpetrate a  
23 malicious prosecution of Plaintiff.

24           152. As a proximate result of Defendants AMEX's and Grimm's actions in  
25 aiding and abetting Defendants Erika Girardi's, Ribatallada's and Minden's malicious  
26 prosecution of Plaintiff, Plaintiff has been damaged by the loss of property, and  
27 interruption/destruction of his business resulting in past and future economic losses, all  
28



1 in an amount to be proven at trial, but in excess of \$18,000,000. As a proximate result  
2 of Defendants AMEX's and Grimm's actions in aiding and abetting Defendants Erika  
3 Girardi's, Ribatallada's and Minden's malicious prosecution of Plaintiff, Plaintiff has  
4 been damaged by loss of past and future earnings in an amount to be proven at trial.

5 153. As a proximate result of Defendants AMEX's and Grimm's actions in  
6 aiding and abetting Defendants Erika Girardi's, Ribatallada's and Minden's malicious  
7 prosecution of Plaintiff, Plaintiff was required to expend more than \$180,000 in  
8 attorney fees and other expenses in defending himself in the baseless criminal  
9 proceeding instigated and continued by the Defendants Erika Girardi, Ribatallada and  
10 Minden.

11 154. As a proximate result of Defendants AMEX's and Grimm's actions in  
12 aiding and abetting Defendants Erika Girardi's, Ribatallada's and Minden's malicious  
13 prosecution of Plaintiff, Plaintiff has suffered and will continue to suffer a loss of  
14 reputation in the community, damages relating to which will be proven at trial.

15 155. As a proximate result of Defendants AMEX's and Grimm's actions in  
16 aiding and abetting Defendants Erika Girardi's, Ribatallada's and Minden's malicious  
17 prosecution of Plaintiff, Plaintiff has suffered and will continue to suffer emotional  
18 distress, pain and suffering, and physical damages, causing him to seek past and future  
19 medical treatment with associated costs and damages in an amount to be proven at  
20 trial.

21 156. Defendants AMEX's and Grimm's actions in aiding and abetting of  
22 Defendants Erika Girardi's, Ribatallada's and Minden's malicious prosecution of  
23 Plaintiff were willful, malicious, outrageous, and done with reckless disregard for  
24 Plaintiff rights and interests and therefore warrant punitive damages.

25 ///

26 ///

27 ///

**FOURTH CAUSE OF ACTION – CONSPIRACY TO COMMIT MALICIOUS PROSECUTION AGAINST DEFENDANTS ERIKA GIRARDI, LAIA RIBATALLADA, MICHAEL MINDEN, AMEX, AND PETER GRIMM**

157. Plaintiff realleges and reincorporates all foregoing and subsequent paragraphs as if fully set forth herein.

158. Defendants AMEX and Grimm agreed and conspired with Defendants Erika Girardi, Ribatallada and Minden,<sup>12</sup> in their wrongful and malicious scheme to commit the tort of malicious prosecution against Plaintiff Psaila.

159. Defendants AMEX and Grimm were aware that Defendants Erika Girardi, Ribatallada and Minden planned to and did initiate and continue a malicious criminal prosecution against Plaintiff by making false and malicious claims of unauthorized transactions on the AMEX Card. Defendants AMEX and Grimm acted recklessly with the knowledge that their actions would proximately cause the return of the Indictment against Chris Psaila without probable cause. The Defendants Erika Girardi, Ribatallada and Minden, in addition to being unjustly enriched by the refund, needed the refund as purported “proof” that AMEX and Grimm had indeed determined a fraud occurred and that the invoices were unauthorized and fraudulent. These false facts presented to the Grand Jury resulted in an Indictment being returned without probable cause. These defendants acted with malice, primarily for a purpose other than that of bringing an offender to justice, because they acted with reckless disregard as to whether Plaintiff was innocent or not.

160. As set forth in Section IV Statement of Facts, the Third Cause of Action, their concert of actions and implied in fact agreement, Defendants AMEX and Grimm

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<sup>12</sup> For purposes of this conspiracy count, Defendants AMEX, Grimm, Girardi and Ribatallada also conspired with Defendants Savage, Scarince and Henderson, but they are uncharged in this claim since government agents cannot be charged in a state cause of action for malicious prosecution.

1 agreed with Erika Girardi, Ribatallada and Minden that the malicious prosecution be  
2 committed and perpetrated by Defendants Erika Girardi, Ribatallada and Minden  
3 against Plaintiff, and intended that the malicious prosecution of Chris Psaila occur as  
4 evidenced by their actions. The actions of Defendants Erika Girardi, Ribatallada,  
5 Minden, AMEX and Grimm proximately caused the return of the grand jury  
6 Indictment without probable cause, and the malicious prosecution of Plaintiff. It was  
7 reasonably foreseeable their actions would result in the return of the Indictment  
8 without probable cause and result in the malicious prosecution of Plaintiff.

9 161. Defendants AMEX and Grimm furthered the conspiracy by and through  
10 its actions in refunding and transferring \$787,117.88 to Defendant Erika Girardi and  
11 concealing its actions in furtherance of the conspiracy from Plaintiff pursuant to  
12 atypical, irregular, unorthodox, arbitrary, capricious, unreasonable, deceptive, and  
13 wholly inadequate methods of investigating, evaluating and resolving disputed  
14 transactions. By their actions, Defendants AMEX and Grimm thereby facilitated and  
15 assisted Defendants Erika Girardi, Ribatallada and Minden in their malicious  
16 prosecution of Plaintiff by giving Defendants Erika Girardi, Ribatallada and Minden  
17 false and malicious claims an unwarranted aura and veneer of credibility and  
18 legitimacy which actively facilitated and assisted Defendants Erika Girardi,  
19 Ribatallada and Minden in making their false and malicious claims against Plaintiff.

20 162. Defendants AMEX and Grimm actively cooperated with Defendants  
21 Erika Girardi, Ribatallada and Minden and acted in concert with them to commit their  
22 wrongful actions in instigating, pursuing, and maintaining a malicious criminal  
23 prosecution against Plaintiff. It was more important to AMEX and Grimm to satisfy  
24 Defendants Erika Girardi, Ribatallada, Minden, and Secret Service Defendants Savage,  
25 Scarince and Henderson in their zeal to maliciously prosecute Plaintiff and give the  
26 Girardis an unjustified refund, then to conduct a fair and diligent investigation that  
27 would have revealed that there was no fraud. By their actions, Defendants AMEX and  
28

1 Grimm acted in concert with Defendants Erika Girardi, Ribatallada and Minden,  
2 resulting in the malicious prosecution of Plaintiff.

3 163. By their participation in the civil conspiracy with Defendants Erika  
4 Girardi, Ribatallada and Minden, Defendants AMEX and Grimm are responsible and  
5 liable for the wrongful and tortious actions of Defendants Erika Girardi, Ribatallada  
6 and Minden in instigating, pursuing, and maintaining a malicious criminal prosecution  
7 against Plaintiff.

8 164. As a proximate result of the civil conspiracy perpetrated by Defendants  
9 Erika Girardi, Ribatallada, Minden, AMEX and Grimm, Plaintiff has been damaged by  
10 the loss of property, and interruption/destruction of his business resulting in past and  
11 future economic losses, all in an amount to be proven at trial, but in excess of  
12 \$18,000,000. As a proximate result of the civil conspiracy perpetrated by Defendants  
13 Erika Girardi, Ribatallada, Minden, AMEX and Grimm, Plaintiff has been damaged by  
14 loss of past and future earnings in an amount to be proven at trial.

15 165. As a proximate result of the civil conspiracy perpetrated by Defendants  
16 Erika Girardi, Ribatallada, Minden, AMEX and Grimm, Plaintiff was required to  
17 expend more than \$180,000 in attorney fees and other expenses in defending himself  
18 in the baseless criminal proceeding instigated and continued by Defendants Erika  
19 Girardi, Ribatallada and Minden.

20 166. As a proximate result of the civil conspiracy perpetrated by Defendants  
21 Erika Girardi, Ribatallada, Minden, AMEX and Grimm, Plaintiff has suffered a loss of  
22 reputation in the community, damages relating to which will be proven at trial.

23 167. As a proximate result of the civil conspiracy perpetrated by Defendants  
24 Erika Girardi, Ribatallada, Minden, AMEX and Grimm, Plaintiff has suffered and will  
25 continue to suffer a loss of reputation in the community, damages relating to which  
26 will be proven at trial.

1           168. As a proximate result of the civil conspiracy perpetrated by Defendants  
2 Erika Girardi, Ribatallada, Minden, AMEX and Grimm, Plaintiff has suffered and will  
3 continue to suffer emotional distress, pain and suffering, and physical damages,  
4 causing him to seek past and future medical treatment with associated costs and  
5 damages in an amount to be proven at trial.

6           169. The conspiracy of action by Defendants Erika Girardi, Ribatallada,  
7 Minden, AMEX and Grimm against Plaintiff Chris Psaila was willful, malicious,  
8 outrageous, and done with reckless disregard for Plaintiff Chris Psaila's rights and  
9 interests and therefore warrants punitive damages against AMEX, Grimm, Erika  
10 Girardi, Ribatallada and Minden.

11           WHEREFORE, Plaintiff Psaila prays for judgment against Defendants, and  
12 each of them, as follows:

- 13           1. For general damages according to proof and not less than \$18,200,000;
- 14           2. For future loss of earnings and loss of earning capacity according to  
15 proof;
- 16           3. For interest thereon at the legal rate;
- 17           4. For costs of suit incurred herein;
- 18           5. For such other and further relief as the Court deems just and proper; and
- 19           6. For exemplary damages in an amount that is just and proper.

20 DATED: August 29, 2023                      McLANE, BEDNARSKI & LITT, LLP

21 By: /s/ David S. McLane

22 David S. McLane

23 Barrett S. Litt

24 Marilyn E. Bednarski

25 Bruce Bealke (Pro Hac Vice application  
26 pending)

27 Stanley Greenberg

28 Attorneys for Plaintiff

CHRISTOPHER PSAILA

**VI. JURY DEMAND**

Plaintiff hereby demands a jury trial.

DATED: August 29, 2023

McLANE, BEDNARSKI & LITT, LLP

By: /s/ David S. McLane

David S. McLane

Barrett S. Litt

Marilyn E. Bednarski

Bruce Bealke (Pro Hac Vice application  
pending)

Stanley Greenberg

Attorneys for Plaintiff

CHRISTOPHER PSAILA