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FILED
LOS ANGELES SUPERIOR COURT
JUL 19 2007
JOHN A. CLARKE, CLERK
BY EDUARDO CHANES, DEPUTY

1 GLORIA ALLRED, ESQ.
2 STATE BAR #65033
3 NATHAN GOLDBERG, ESQ.
4 STATE BAR # 61292
5 LAW OFFICES
6 ALLRED, MAROKO & GOLDBERG
7 SUITE 1500
8 6300 WILSHIRE BOULEVARD
9 LOS ANGELES, CALIFORNIA 90048-5217
10 (323) 653-6539
11 FACSIMILE (323) 653-1660

was assigned to Judge *D. 24*
ROBERT L. HESS

Attorneys for Plaintiff ELIZABETH MAZZOCCHI

10 IN THE SUPERIOR COURT OF THE STATE OF CALIFORNIA
11 FOR THE COUNTY OF LOS ANGELES
12 CENTRAL JUDICIAL DISTRICT

14 ELIZABETH MAZZOCCHI, an individual,
15 Plaintiff,
16 vs.
17 ESAI MORALES, an individual, and DOES 1
18 through 25, inclusive.
19 Defendants.

CASE NO. **BC374496**
COMPLAINT FOR
1. THE TORT OF DOMESTIC VIOLENCE PURSUANT TO CIVIL CODE §1708.6
2. INTENTIONAL TRANSMISSION OF A SEXUALLY TRANSMITTED DISEASE
3. FOR NEGLIGENT TRANSMISSION OF A SEXUALLY TRANSMITTED DISEASE
4. ASSAULT
5. BATTERY
6. BREACH OF ORAL CONTRACT
7. COMMON COUNTS FOR MONEY DUE AND OWING
DEMAND FOR JURY TRIAL

CIT/CASE: BC374496 LEA/JEF/1
RECEIPT #: C183131987
DATE PAID: 07/19/07
PAYMENT: \$3200.00
RECEIVED:
CHECKS
CASH
CHARGE
CARD

1 Plaintiff, Elizabeth Mazzocchi, hereby alleges as follows:

2 **GENERAL ALLEGATIONS**

3 1. Plaintiff, Elizabeth Mazzocchi, is and at all times relevant hereto was an individual
4 residing in Los Angeles County, California.

5 2. Plaintiff is informed and believes and based upon such information and belief
6 alleges that Defendant, Esai Morales, is and at all times relevant hereto was an individual residing
7 in Los Angeles County, California.

8 3. Plaintiff is ignorant of the true names and capacities of the defendants sued herein
9 as DOES 1 through 25, inclusive, and therefore sue said defendants by such fictitious names,
10 Plaintiff will amend this Complaint to allege the true names and capacities of such DOE
11 defendants when same are ascertained.

12 4. Plaintiff is informed and believe, and based upon such information and belief
13 allege, that each of the defendants named herein as DOES 1 through 25, inclusive, are
14 responsible in some manner for the occurrences herein alleged, and that Plaintiff's damages as
15 alleged herein were proximately caused by said defendants.

16 5. At all times mentioned herein, defendants and each of them, were the agents,
17 servants and/or employees of each other and, in doing the things herein alleged, were acting within
18 the course and scope of such agency and/or employment.

19 6. Plaintiff is are informed and believe, and on information and belief allege that
20 defendants, and each of them, aided and abetted one another to do the acts specified herein.

21
22 **II.**

23 **FIRST CAUSE OF ACTION**

24 **FOR THE TORT OF DOMESTIC VIOLENCE**

25 **PURSUANT TO CIVIL CODE §1708.6**

26 **(Against all Defendants)**

27 7. Plaintiff hereby realleges and incorporates herein by this reference, as though fully
28 set forth herein, each and every allegation contained in Paragraphs 1 through 6, inclusive of this

1 Complaint.

2 8. Commencing in or about January, 2006 Plaintiff commenced a romantic
3 relationship with Defendant. This relationship included sexual relations between the Plaintiff and
4 Defendant.

5 9. As the romantic relationship progressed between Plaintiff and Defendant began
6 cohabitating at Plaintiff's property located in Los Angeles, CA, the ("Residence"). Plaintiff moved
7 into the Residence in or about March 26, 2006.

8 10. While Plaintiff and Defendant were cohabitants at the Residence the Plaintiff and
9 Defendant shared the same bedroom, and had continuing sexual relations with each other.

10 11. Furthermore, while cohabitating the Plaintiff and Defendant shared household
11 income and expense and enjoyed the joint use of the property located at the residence.

12 12. In addition, Plaintiff undertook the job of managing Defendant's acting career on a
13 full time basis, to the detriment of other business opportunities. Plaintiff undertook
14 management of Defendant's acting career, to the exclusion of other economic opportunities
15 because, among other things, (a) Plaintiff was in love with Defendant; (b) Defendant had
16 expressed his love for Plaintiff to Plaintiff; and (c) Plaintiff believed that it was in their mutual
17 interest, as a couple working toward a permanent relationship, to help Defendant to further and
18 improve his career.

19 13. In or about April 1, 2006, while Plaintiff was involved in a long term personal
20 relationship with Defendant, Defendant commenced a systematic pattern of abuse against Plaintiff.
21 The patterns and incidents of the abuse included but are not limited to:

22 (a) Circumstances which occurred on or about May 19, 2006, whereby
23 Defendant forcibly raped and had sex with Plaintiff over her repeated verbal protests and attempts
24 to escape.

25 (b) Numerous incidents whereby Defendant would engage in abusive
26 threatening and aggressive conduct, bordering on rage, whereby Plaintiff feared for her life and
27 physical safety in her home.

28 (c) Kicking, punching and chasing Plaintiff, which resulted in Plaintiff calling

1 911 in or about the first week of November, 2006.

2 (d) Engaging in conduct such as making threatening gestures, mimicking
3 violent acts, physically trapping Plaintiff in a room, blocking and chasing Plaintiff when she tried
4 to remove herself from his presence, such that Plaintiff feared that Defendant would cause her and
5 other people present at the Plaintiff and Defendant's residence imminent serious bodily harm.

6 (e) Threatening that if Plaintiff ever called the police that he would have "every
7 gang banger in town looking to kill [Plaintiff]"

8 14. The conduct set forth herein constitutes the tort of domestic violence, committed by
9 Defendant against Plaintiff.

10 15. Plaintiff is entitled to recover from Defendants general and specific damages in an
11 amount in excess of the jurisdiction of this court, in an amount to be proven at the time of the trial
12 of this matter.

13 16. The aforementioned acts of Defendants, and each of them, were willful oppressive
14 and malicious. Plaintiff is therefore entitled to punitive damages pursuant to Civil Code, section
15 1708.6(b) and Civil Code, section 3294.

16
17 **II.**

18 **SECOND CAUSE OF ACTION**

19 **FOR INTENTIONAL TRANSMISSION OF**
20 **A SEXUALLY TRANSMITTED DISEASE**

21 17. Plaintiff hereby realleges and incorporates herein by this reference, as though fully
22 set forth herein, each and every allegation contained in Paragraphs 1 through 6, and 8 through 16
23 inclusive of this Complaint.

24 18. Prior to becoming involved with and engaging in sexual relations Defendant had
25 contracted and became a herpes carrier.

26 19. Defendant knew that he had contracted herpes and was a herpes carrier, but
27 nonetheless intentionally engaged in sexual relations with Plaintiff, despite the fact that Defendant
28 knew that he had contracted herpes.

1 20. At no time did Defendant disclose to Plaintiff that he had herpes and could infect
2 Plaintiff with herpes.

3 21. Defendant's failure to disclose to Plaintiff that he had herpes and he could infect
4 Plaintiff with herpes was intentional.

5 22. Under standards promulgated and set forth in the Health & Safety Code and Doe v.
6 Roe (1990) 218 Cal.App.3d 1538, Defendant had an affirmative duty to disclose to Plaintiff that he
7 had contracted a sexually transmitted disease which could be passed on to Plaintiff.

8 23. As a proximate result of Defendants' intentional acts as set forth herein Plaintiff has
9 been damaged in that she has contracted an incurable disease and will have associated medical
10 expenses, pain and discomfort for the rest of her life.

11 24. As a further proximate result of Defendants' intentional acts, Plaintiff has suffered
12 from intentional infliction of emotional distress.

13 25. Plaintiff is entitled to recover from Defendants general and special damages in an
14 amount in excess of the jurisdictions of this court, in an amount to be proven at the time of the trial
15 of this matter.

16 26. The aforementioned acts of Defendants, and each of them, were willful, oppressive
17 and malicious. Plaintiff is therefore entitled to punitive damages pursuant to Civil Code, section
18 1708.6(b) and Civil Code Section 3294.

19
20 **III.**

21 **THIRD CAUSE OF ACTION**

22 **NEGLIGENT TRANSMISSION OF A**

23 **SEXUALLY TRANSMITTED DISEASE**

24 **(Against all Defendants)**

25 27. Plaintiff hereby realleges and incorporates herein by this reference, as though fully
26 set forth herein, each and every allegation contained in Paragraphs 1 through 6, 8 through 16 and
27 18 through 26 inclusive of this Complaint.

28 28. Prior to becoming involved with and engaging in sexual relations Defendant had

1 contract and become a herpes carrier.

2 29. Defendant knew or should have know that he had contracted herpes and was herpes
3 carrier, but nonetheless engaged in sexual relations with Plaintiff, despite the fact that Defendant
4 knew or should have known that he had contracted herpes and was a herpes carrier.

5 30. At no time did Plaintiff disclose to Plaintiff that he had herpes and could infect
6 Plaintiff with herpes.

7 31. Defendant knew or should have known that he had contracted herpes and was a
8 herpes carrier, but nonetheless negligently engaged in sexual relations with Plaintiff, despite the
9 fact that Defendant knew or should have known that he had contracted herpes and had failed to
10 disclose to Plaintiff that he had contract herpes and he could infect Plaintiff with herpes.

11 32. Under standards promulgated and set forth in the Health & Safety Code, and Doe v.
12 Rog (1990) 218 Cal.App.3d 1538, Defendant had a duty to disclose to Plaintiff that he had
13 contracted a sexually transmitted disease which could be passed on to Plaintiff.

14 33. As a proximate result of Defendants' acts as set forth herein, Plaintiff has been
15 damaged in that she has contracted an incurable disease and will have associated medica expenses,
16 pain and discomfort for the rest of her life.

17 34. Plaintiff is entitled to recover from Defendants general and special damages in an
18 amount in excess of the jurisdictions of this court, in an amount to be proven at the time of the trial
19 in this matter.

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21 **IV.**

22 **FOURTH CAUSE OF ACTION**

23 **FOR ASSAULT**

24 **(Against all Defendants)**

25 35. Plaintiff hereby realleges and incorporates herein by this reference, as though fully
26 set forth herein, each and every allegation contained in Paragraphs 1 through 6, 8 through 16, 18
27 through 26 and 28 through 34 inclusive of this Complaint.

28 36. In engaging in the conduct set forth herein, including but not limited making

1 threatening advances and verbal abuse of Plaintiffs, Defendant has intentionally caused Plaintiff to
2 fear for her physical safety and well being.

3 37. As a result of the assault, as set forth herein, Defendants have been damaged in an
4 amount to be determined at the time of the trial of this action.

5 38. The aforementioned acts of Defendants, and each of them, were willful oppressive
6 and malicious. Plaintiffs are therefore entitled to punitive damages pursuant to Civil Code, section
7 1708.6(b) and Civil Code, section 3294.

8
9 V.

10 **FIFTH CAUSE OF ACTION**

11 **FOR BATTERY**

12 **(Against all Defendants)**

13 39. Plaintiff hereby realleges and incorporates herein by this reference, as though fully
14 set forth herein, each and every allegations contained in Paragraphs 1 through 6, 8 through 16, 18
15 through 26, and 28 through 34, and through 36 through 38 inclusive of this Complaint.

16 40. In engaging in the conduct set forth herein, Defendant engaged in unconsented to
17 physical touching of Plaintiff including, but not limited to, forcing Plaintiff to have sexual
18 relations as set forth herein, and hitting and slapping Plaintiff on numerous occasions and causing
19 her physical bodily harm.

20 41. As a result of the assault, as set forth herein, Plaintiff has been damaged in an
21 amount to be determined at the time of the trial of this action.

22 42. The aforementioned acts of Defendants, and each of them, were willful, oppressive
23 and malicious. Plaintiff is therefore entitled to punitive damages pursuant to Civil Code section
24 1708.6(b) and Civil Code, section 3294.

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VI.

SIXTH CAUSE OF ACTION
FOR BREACH OF ORAL CONTRACT

(Against all Defendants)

43. Plaintiff hereby realleges and incorporates herein by this reference, as though fully set forth herein, each and every allegation contained in Paragraphs 1 through 6, 8 through 16, 18 through 26, and 28 through 34, 36 through 38 and 39 through 43, inclusive of this Complaint.

44. Commencing in January, 2006, Plaintiff undertook management of Defendants acting career pursuant to an oral agreement.

45. Under the terms of the oral agreement between Plaintiff and Defendants. Defendants agreed to pay to Plaintiff an amount equal to five percent (5%) of the fees received by Defendant for work obtained, negotiated and/or generated by Plaintiff.

46. Plaintiff negotiated and secure an reinstatement of work for Defendants whereby Defendants was retained as a spokesperson for Allstate Insurance.

47. As a result of such services, Defendants agreed to pay to Plaintiff the amount of \$25,000.00.

48. Defendants have breached their agreement with Plaintiff and have not paid Plaintiff the \$25,000.00.

49. Plaintiff has been proximately damaged by the breach of contract by Defendants, in an amount to be prove at the trial of this matter.

VII.

SEVENTH CAUSE OF ACTION
FOR COMMON COUNTS FOR MONEY DUE AND OWING

(Against all Defendants)

50. Plaintiff hereby realleges and incorporates herein by this reference, as though fully set forth herein, each and every allegation contained in Paragraphs 1 through 6, 8 through 16, 18 through 26, and 28 through 34, 36 through 38, 39 through 42, and 44 through 49, inclusive

1 of this Complaint.

2 51. Within four (4) years last past, Defendants became indebted to Plaintiff for money
3 due and owing for services rendered by Plaintiff to Defendants at Defendants' special instant and
4 request, for which services Defendants agreed to pay said sum to Plaintiff. Plaintiff has repeatedly
5 made demand on Defendants for payment of said aggregate sum but Defendants have failed and
6 refused, and continue to fail and refuse, to pay all leaving a balance presently due, owing and
7 unpaid from Defendants to Plaintiff in the aggregate sum of \$25,000.00

8 WHEREFORE, Plaintiff prays for judgment against Defendants and each of them jointly
9 and severally, as follows:

10 On the First Cause of Action.

- 11 1. For general and special damages according to proof.
12 2. For punitive damages

13 On the Second Cause of Action.

- 14 3. For general and special damages according to proof
15 4. For punitive damages

16 On the Third Cause of Action.

- 17 5. For general and special damages according to proof

18 On the Fourth Cause of Action.

- 19 6. For general damages according to proof
20 7. For punitive damages

21 On the Fifth Cause of Action.

- 22 8. For general damages according to proof
23 9. For punitive damages

24 On the Sixth Cause of Action.

- 25 10. For general damages according to proof
26 11. For prejudgment interest

27 On the Seventh Cause of Action.

- 28 12. For general damages according to proof

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13. For prejudgment interest On All Causes of Action

On All Cause of Action

14. For prejudgment interest

15. For attorneys' fees

16. For costs of suit heretofore incurred and hereafter to be incurred in filing and prosecuting this action; and

17. For such other and further relief as the Court may deem just and proper.

DATED: July 18, 2007

ALLRED, MAROKO & GOLDBERG

By: 

GLORIA ALLRED
NATHAN GOLDBERG
Attorneys for Plaintiff
ELIZABETH MAZZOCCHI