

Assigned for all purposes to: Stanley Mosk Courthouse, Judicial Officer: Barbara Meiers

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10 SUPERIOR COURT OF CALIFORNIA
11 COUNTY OF LOS ANGELES
12 UNLIMITED JURISDICTION

13 SYED HUSAIN,
14 Plaintiff,
15 v.
16 ELINA EMILY TODOROV and DOES 1
17 through 10, inclusive,
18 Defendants.

Case No. **19STCV28718**

COMPLAINT FOR:

1. **PROMISSORY FRAUD**
2. **INTENTIONAL INFLICTION OF EMOTIONAL DISTRESS**
3. **BREACH OF CONTRACT**
4. **UNJUST ENRICHMENT**

DEMAND FOR JURY TRIAL

1 Plaintiff SYED HUSAIN (“Plaintiff”) hereby alleges the following against
2 Defendants ELINA EMILY TODOROV (“Defendant”), and DOES 1 through 10, inclusive
3 (collectively, “Defendants”):

4 **THE PARTIES**

5 1. Plaintiff Syed Husain is an individual residing in the State of California.

6 2. Plaintiff is informed and believes, and on that basis alleges, that Defendant
7 Elina Emily Todorov is an individual who, at all material times alleged herein, was over the age
8 of 18 and a resident of the State of California.

9 3. The true names and capacities, whether individual, corporate, associate, or
10 otherwise of Defendants Does 1 through 10, inclusive, are unknown to Plaintiff at this time, who
11 therefore sues said Defendants by such fictitious names. Plaintiff is informed and believes, and
12 on that basis alleges, that each of the Defendants designated herein as a fictitiously named
13 Defendant is, in some manner, responsible for the events and happenings referred to herein either
14 contractually or tortiously. When Plaintiff ascertains the true names and capacities of Does 1
15 through 10, Plaintiff will amend this Complaint accordingly.

16 **JURISDICTION AND VENUE**

17 4. This Court has subject matter jurisdiction because the amount in
18 controversy exceeds \$25,000.

19 5. This Court has personal jurisdiction over each of the Defendants, all of
20 whom are either California residents, doing business in California, and/or have engaged in or
21 directed their conduct giving rise to the claims stated herein at locations within the State of
22 California.

23 6. Venue is appropriate in the County of Los Angeles because a substantial
24 portion of Defendants’ unlawful and fraudulent conduct giving rise to this lawsuit occurred in the
25 County of Los Angeles.

26 **FACTUAL ALLEGATIONS**

27 7. Plaintiff became acquainted with Defendant in or around the Spring of
28 2005.

1 8. Plaintiff and Defendant thereafter developed a close relationship, which
2 continued until approximately March 2019.

3 9. Over the course of their 14-year relationship, Plaintiff spent hundreds of
4 thousands of dollars on Defendant. He would frequently purchase for Defendant fancy meals,
5 airline tickets, luxury hotel accommodations, fine jewelry, designer hand bags, high-end clothing,
6 and more. Plaintiff enjoyed Defendant's company, even though the relationship resulted in
7 Plaintiff paying for nearly every expense incurred while Plaintiff and Defendant were together.

8 10. As the relationship evolved, Defendant began to frequently disappear for
9 extended periods of time. When Defendant did make time to see Plaintiff, it would only be
10 because they planned to travel together, go to an expensive dinner, or engage in another activity
11 that required Plaintiff to spend substantial sums of money on Defendant.

12 11. As their relationship progressed, Plaintiff began to feel that Defendant was
13 taking advantage of Plaintiff's generosity and friendship. When it was to Defendant's financial
14 gain and emotional benefit to be in close contact with Plaintiff, she made the necessary
15 arrangements to do so. When she no longer felt the need to contact Plaintiff, however, Defendant
16 ignored him and disappeared from Plaintiff's life for extended periods of time.

17 12. Defendant's disappearances grew more frequent. Defendant would
18 regularly appear in Plaintiff's life around October of each year, just in time to receive her annual
19 birthday gift in November, Christmas gift in December, New Year's holiday vacation to cities
20 like Park City and Aspen in January, and then a Valentine's Day gift in February – before
21 abandoning Plaintiff and disappearing again in late February or March. While Defendant would
22 on occasion visit Plaintiff, her appearances were always for a self-serving purpose and would
23 always result in Defendant disappearing yet again as soon as it suited her needs and interests.

24 13. Throughout the period while they were together, Defendant would coerce
25 Plaintiff into buying her numerous expensive personal items, dinners, and vacations, as discussed
26 above.

1 14. Frustrated and upset by Defendant's repeated disappearances, Plaintiff
2 decided to seek formal assurances from Defendant that her behavior coming in and out of
3 Plaintiff's life would cease.

4 15. On or about June 2016, Plaintiff and Defendant met for dinner. During the
5 dinner, Plaintiff expressed to Defendant his frustration regarding Defendant's frequent
6 disappearances. Defendant acknowledged the issue, and after some discussion, agreed that she
7 would stay in a relationship with Plaintiff without disappearing, going silent, or otherwise
8 breaking off the relationship.

9 16. Plaintiff documented Defendant's agreement by taking a photo of Plaintiff
10 and Defendant shaking hands.

11 17. Plaintiff is informed and believes that, at the time Defendant made this
12 initial agreement, she had no intention of staying in any form of relationship with Plaintiff. In
13 fact, Plaintiff is informed and believes that Defendant was in a relationship with another man at
14 the time. However, Plaintiff was ignorant of Defendant's true intentions, and never believed
15 Defendant would actually be targeting him as a victim.

16 18. After her dinner with Plaintiff, Defendant repeatedly reaffirmed her
17 promises whenever she wanted to induce Plaintiff to purchase expensive gifts for her. In reliance
18 on Defendant's promises, Plaintiff continued to purchase lavish gifts, meals, personal items and
19 trips for Defendant.

20 19. Unfortunately, Defendant regularly failed to perform under her agreement
21 with Plaintiff, frequently disappearing and/or cutting off the relationship with Plaintiff for one
22 reason or another.

23 20. In October 2018, following an expensive international trip to Europe where
24 Plaintiff paid for everything except Defendant's airfare, Defendant asked Plaintiff to buy her a
25 designer handbag and an expensive bracelet. Plaintiff initially was reluctant to purchase the items
26 for Defendant given her previous disappearances and failure to abide by the terms of their initial
27 agreement. Nevertheless, Plaintiff stated that he would purchase the handbag and bracelet for
28 Defendant – and continue to buy her expensive items, meals, and vacations – if she guaranteed

1 into the Agreement and with the anticipation of receiving expensive gifts and other luxury items
2 from Plaintiff.

3 27. Plaintiff, at the time that Defendant made her promise and Agreement, was
4 ignorant of Defendant's secret intention not to perform and Plaintiff could not, in the exercise of
5 reasonable diligence, have discovered Defendant's secret intention.

6 28. In reliance on Defendant's promise, Plaintiff entered into the Agreement
7 with Plaintiff and spent substantial amounts in reliance thereon. If Plaintiff had known
8 Defendant's actual intention, Plaintiff would not have entered into the Agreement with
9 Defendant.

10 29. Plaintiff is informed and believes that Defendant acted with the intent to
11 deceive and defraud Plaintiff, and to induce Plaintiff to enter into the Agreement. Plaintiff's
12 reliance on Defendant's promises was a substantial factor in causing him harm. As a proximate
13 result of the conduct alleged herein, Plaintiff has been damaged in the minimum amount of
14 \$225,000.00.

15 30. In engaging in the foregoing acts, Defendant is guilty of malice,
16 oppression, and fraud, in that she intended to cause injury to Plaintiff and/or consciously
17 disregarded Plaintiff's rights, subjected Plaintiff to unjust hardship in conscious disregard of his
18 rights, and intentionally misrepresented and concealed facts with the intention of depriving
19 Plaintiff of his rights and otherwise causing Plaintiff injury. Plaintiff therefore is entitled to
20 recover exemplary or punitive damages according to proof.

21 WHEREFORE, Plaintiff prays for judgment as set forth below.

22 **SECOND CAUSE OF ACTION**
23 **(Intentional Infliction of Emotional Distress)**
24 **(Against All Defendants)**

25 31. Plaintiff alleges and incorporates by reference as though fully set forth
26 herein the allegations in paragraphs 1 through 30, inclusive, of this Complaint.

27 32. Defendant's intentional and/or reckless actions in continuously requiring
28 Plaintiff to pay for extravagant vacations, dinners and gifts for Defendant have caused substantial
injury to Plaintiff. These intentional and/or reckless actions by Defendant – with the threat of

1 disappearing from Plaintiff's life – constitute abuse and outrageous conduct, especially given
2 Defendant's long-standing relationship with Plaintiff dating back to the Spring of 2005.

3 33. By her intentional and/or reckless actions, Defendant intended to cause, or
4 acted with a reckless disregard of the probability it would cause, severe emotional distress to
5 Plaintiff.

6 34. As a direct, legal, and proximate result of the actions of Defendant,
7 Plaintiff suffered, and continues to suffer, severe emotional distress.

8 35. Plaintiff is informed and believes that the aforementioned acts were carried
9 out by Defendant with a conscious disregard of Plaintiff's rights, such as to constitute oppression,
10 fraud, or malice, thereby entitling Plaintiff to exemplary or punitive damages in an amount
11 appropriate to punish and make an example of Defendant.

12 WHEREFORE, Plaintiff prays for judgment as set forth below.

13 **THIRD CAUSE OF ACTION**

14 **(Breach of Contract)**

15 **(As Against All Defendants)**

16 36. Plaintiff alleges and incorporates by reference as though fully set forth
17 herein the allegations in paragraphs 1 through 35, inclusive, of this Complaint.

18 37. Plaintiff and Defendant entered into an oral contract on or about June 2016,
19 and again on or about October 2018 (the Agreement).

20 38. Pursuant to the parties' oral Agreement, most recently confirmed in
21 October 2018, Plaintiff agreed to pay for expensive personal items, trips, meals, jewelry, clothing,
22 and other items of value that Defendant requested, in exchange for Defendant's agreement to
23 continue with her relationship with Plaintiff for at least one year without disappearing or
24 otherwise terminating the relationship.

25 39. Plaintiff performed all material obligations under the Agreement.

26 40. On the other hand, Defendant breached the Agreement by terminating the
27 relationship with Plaintiff on or around March 2019, prior to the expiration of the one-year
28 relationship period to which the parties agreed, and without justification for terminating the
Agreement early.

1 41. As a result of Defendant's breach of the Agreement, Plaintiff was harmed
2 in the amount of at least \$225,000.00.

3 42. Defendant's breach of the Agreement was a substantial factor in causing
4 Plaintiff's harm.

5 WHEREFORE, Plaintiff prays for judgment as set forth below.

6 **FOURTH CAUSE OF ACTION**
7 **(Unjust Enrichment)**
8 **(As Against All Defendants)**

9 43. Plaintiff alleges and incorporates by reference as though fully set forth
10 herein the allegations in paragraphs 1 through 42, inclusive, of this Complaint.

11 44. Defendant has been and continues to be unjustly enriched as a result of her
12 wrongful conduct to the detriment of Plaintiff. Among other things, Defendant has unjustly
13 benefited through the retention of the funds, jewelry, and other personal items provided to her by
14 Plaintiff.

15 45. It would be unjust to allow Defendant to retain the benefits attained by her
16 actions. Accordingly, Plaintiff seeks full restitution of Defendant's enrichment, benefits and ill-
17 gotten gains acquired as a result of the unlawful and/or wrongful conduct alleged herein, and in
18 the minimum amount of \$225,000.00.

19 WHEREFORE, Plaintiff prays for judgment as set forth below.

20 **PRAYER FOR RELIEF**

21 WHEREFORE, Plaintiff respectfully requests that this Court enter judgment in his
22 favor and against Defendant Todorov and DOES 1 through 10, as follows:

23 (a) For damages consisting of the following:

24 (i) For compensatory damages in the minimum amount of
25 \$225,000.00;

26 (ii) For emotional distress damages caused by Defendant's intentional
27 and/or negligent conduct in causing Plaintiff to suffer substantial emotional distress;

28 (iii) For general and special damages, in an amount to be proven at trial.

 (b) For disgorgement from Defendant to Plaintiff of all funds paid for by

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Plaintiff to Defendant;

(c) For exemplary or punitive damages against Defendant in an amount appropriate to punish her and deter others from engaging in similar misconduct;

(d) For attorneys' fees and costs to the maximum extent allowed under California law.

(e) For pre-judgment and post-judgment interest at the maximum rate allowed pursuant to statutory and common law;

(f) For such other and further relief as the Court deems appropriate, fair, equitable and just.

REQUEST FOR JURY TRIAL

Plaintiff demands a trial by jury.

Dated: August 14, 2019

MANATT, PHELPS & PHILLIPS, LLP

By: 

Kevin P. Dwight
Attorneys for Plaintiff
SYED HUSAIN