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SUZANNE LE

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CLERK U.S. DISTRICT COURT
CENTRAL DISTRICT OF CALIF.
LOS ANGELES, CALIF.
BY _____ ML

FILED

8 UNITED STATES DISTRICT COURT
9 CENTRAL DISTRICT OF CALIFORNIA

10
11 SUZANNE LE, an individual,

12 Plaintiff,

13 v.

14
15 ARNOLD GALE, an individual,

16 Defendant.

Case No. **CV08-08507CBM (RZx)**

**COMPLAINT FOR DAMAGES
FOR:
BREACH OF CONTRACT
DECEIT BY INTENTIONAL
MISREPRESENTATION
INTENTIONAL INFLICTION OF
EMOTIONAL DISTRESS
DECLARATORY RELIEF**

**28 U.S.C. §1332
Diversity Jurisdiction**

DEMAND FOR JURY TRIAL

I/S
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21 Plaintiff Suzanne Le respectfully alleges as follows:

22 1. Plaintiff Suzanne Le ("Ms. Le") at all times mentioned herein, was and is
23 an individual residing in the County of Los Angeles, California.

24 2. Ms. Le is informed and believes, and on that basis alleges, that defendant
25 Arnold Gale ("Mr. Gale") at all times mentioned herein, was and is an individual
26 residing in Frederick County, Virginia.

27 3. The jurisdiction of this Court is proper under 28 U.S.C. § 1332, based on
28 the amount in controversy and the complete diversity of the parties.

1 10. Upon arriving at the Windsor Casino, Ms. Le was informed that no
2 separate room was available, and that she would have to share Mr. Gale's suite. Mr.
3 Gale offered to sleep on the couch in the suite's living area so that Ms. Le could have
4 the bedroom to herself. Ms. Le consented to this arrangement.

5 11. Shortly after first entering their suite at the Windsor Casino, Mr. Gale
6 pulled down his pants, and asked Ms. Le to assist him with removing a package that
7 was taped to his inner thigh. Mr. Gale told Ms. Le that the package contained
8 marijuana and coffee grounds, and that the coffee grounds made it impossible for
9 security dogs to detect the marijuana. Once the package was removed from Mr. Gale's
10 leg, Ms. Le observed that it contained a quantity of seemingly dry greenish-brown plant
11 material. Mr. Gale told Ms. Le that he brought the marijuana because being "high"
12 helps him relax when he gambles. Ms. Le does not smoke marijuana, and consequently
13 did not smoke any of the purported marijuana with Mr. Gale at any point in time.

14 12. On March 7, 2008, Ms. Le accompanied Mr. Gale on certain activities
15 away from the Windsor Casino during the day that included eating and shopping. After
16 returning to the Windsor Casino, Mr. Gale and Ms. Le ate dinner there together. At the
17 conclusion of dinner, Mr. Gale stated that he was tired, and suggested they retire to their
18 suite and forego gambling for the evening. Ms. Le was also tired, and therefore
19 acquiesced to the suggestion.

20 13. Upon returning to their suite, Ms. Le informed Mr. Gale that she had a
21 headache, and that she was going to take a shower and go to bed. Mr. Gale responded
22 by providing Ms. Le with a pill and a bottle of water, and stating "here's an aspirin for
23 your headache." Ms. Le believed Mr. Gale, swallowed the pill, and proceeded to take a
24 shower.

25 14. After taking her shower, Ms. Le began to feel hot, queasy and clammy, and
26 noted that her heart was beating unusually fast. Consequently, she lay down on her bed
27 in the bedroom.

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1 15. Thereafter, Ms. Le drifted in and out of consciousness in an unusual,
2 disoriented haze.

3 16. Sometime later, Ms. Le regained consciousness to find herself lying naked
4 on the bed, wearing nothing but an open bathrobe. She noticed candles had been lit and
5 placed around the room, and that soft music was playing in the background. Ms. Le
6 also observed a bottle of pink-colored intimacy lubricant and a box containing female
7 underwear or lingerie on the night stand adjacent to the bed.

8 17. As she came to her senses, Ms. Le noted Mr. Gale perched naked on the
9 bed between her legs, on his hands and knees, with at least one finger inserted into, and
10 moving around inside, the barrel of her vagina. In addition, Ms. Le noticed a pink-
11 colored substance smeared on Mr. Gale's hand and fingers, and also her vaginal area
12 and inner thighs. Finally, Ms. Le observed a pornographic movie playing on the
13 television set in her room.

14 18. Ms. Le immediately jumped up off the bed, covered her body, and reached
15 for the phone to call local law enforcement.

16 19. At this point Mr. Gale appeared nervous, belligerent and angry, and was
17 visibly shaking. Mr. Gale grabbed the phone from Ms. Le's hand and slammed it down
18 on the receiver. Mr. Gale argued with Ms. Le that if she informed local law
19 enforcement about the incident, that they would both be detained in Canada for days,
20 pending the conclusion of the investigation.

21 20. Ms. Le quickly put her clothes on and packed her bags to leave. Mr. Gale
22 continued to appear nervous, belligerent and angry, and repeatedly questioned Ms. Le
23 on whether she intended to talk to local law enforcement.

24 21. After piecing together what had transpired over the course of the evening,
25 Ms. Le challenged Mr. Gale, stating: "you drugged me". Mr. Gale responded that, "it
26 was only ecstasy" and that "it wears off after four hours". Mr. Gale further explained
27 that, "I wanted you to relax and to feel good."
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1 22. At this point, Mr. Gale proposed that they enter into a contract, whereby he
 2 would pay Ms. Le a sum of money as compensation for the physical and emotional
 3 distress he had caused and in exchange for her not contacting local law enforcement
 4 (the "Contract"). Specifically, Mr. Gale offered to pay Ms. Le \$20,000.00 in cash
 5 immediately, and to enter into a contract whereby he would pay her an additional
 6 \$230,000.00 in monthly installments of \$5,000.00. Ms. Le agreed to the terms of this
 7 contract, which Mr. Gale then drafted, in his own handwriting on Windsor Casino
 8 letterhead, dated March 8, 2008, and signed.

9 23. Mr. Gale then provided Ms. Le with his driver's license so that she could
 10 confirm his true identification. Ms. Le reviewed the driver's license, and in her own
 11 handwriting, wrote Mr. Gale's birthday, "2-26-49 D.O.B.", beneath his signature on the
 12 Contract. Mr. Gale then gave Ms. Le approximately \$20,000.00 in cash.

13 24. Ms. Le took the money, the Contract and her belongings, and left the
 14 Windsor Casino immediately thereafter. By this point it was early in the morning of
 15 March 8, 2008. Ms. Le traveled by cab directly to the airport in Detroit, Michigan, and
 16 took the first available flight back to Los Angeles, California.

17 25. After returning to Los Angeles, Ms. Le expected to receive monthly
 18 payments from Mr. Gale in accordance with the Contract, however, she did not. Ms. Le
 19 contacted Mr. Gale via e-mail and telephone to inquire as to why the payments were not
 20 received, however Mr. Gale refused to respond to Ms. Le's overtures.

21 26. Ms. Le is informed and believes, and on that basis alleges, that on or about
 22 November 18, 2008, her friend contacted Mr. Gale via telephone to determine whether
 23 Mr. Gale intended to perform under the Contract. Ms. Le is informed and believes, and
 24 on that basis further alleges, that in that conversation, Mr. Gale unequivocally stated
 25 that he did not intend to honor the Contract.

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SECOND CAUSE OF ACTION FOR
DECEIT BY INTENTIONAL MISREPRESENTATION

35. Ms. Le realleges and incorporates herein by this reference paragraphs 1 through 34, inclusive, of this Complaint.

36. On the night at issue, Ms. Le awoke from a state of unconsciousness induced by her unknown and unwilling ingestion of Mr. Gale's purported ecstasy pill to find herself lying naked and exposed on her bed, with Mr. Gale also naked and sexually assaulting her, and also a pinkish lubricant smeared on her genital area and inner thighs. Ms. Le attempted to contact local law enforcement, but Mr. Gale stopped her from doing so, and represented to her that he would compensate her for the physical and emotional distress he had caused, and also in exchange for her not involving local law enforcement. Specifically, Mr. Gale promised Ms. Le that he would pay her \$20,000.00 in cash, plus an additional \$230,000.00 over time, as evidenced by the Contract, as compensation for the "inconvenience" and physical and emotional distress he had caused.

37. Ms. Le is informed and believes, and on that basis alleges, that Mr. Gale's representation that he would compensate Ms. Le in accordance with the terms of the Contract was false, and Mr. Gale knew that such representation was false when he made it.

38. Ms. Le is informed and believes, and on that basis further alleges, that Mr. Gale intended for her to rely on his representation that he would compensated her in accordance with the terms of the Contract, as Mr. Gale was afraid that Ms. Le would contact local law enforcement to report his degenerate and illegal conduct, and that criminal charges would follow.

39. Ms. Le reasonably relied on Mr. Gale's representation that he would comply with the terms of the Contract and compensate her for the physical and emotional distress he had caused.

1 40. Ms. Le was physically and emotionally violated by Mr. Gale's degenerate
2 and illegal conduct at the Windsor Casino, and was further damaged financially when
3 Mr. Gale failed to comply with the terms of the Contract.

4 41. Ms. Le's reliance on Mr. Gale's representation that he would compensate
5 her for the above-mentioned physical and emotional distress was a substantial factor in
6 her not notifying local law enforcement of Mr. Gale's degenerate and illegal conduct.
7 As a direct and proximate result of the above-mentioned conduct and
8 misrepresentations, Le has been physically and emotionally violated, and has sustained
9 monetary damages in an amount to be proven at the time of trial, but presently believed
10 to be no less than \$230,000.00.

11 42. In addition, Ms. Le should be awarded punitive and exemplary damages
12 based on Mr. Gale's willfully depraved, malicious, oppressive and despicable conduct,
13 and to deter Mr. Gale from participating in such disturbing and illegal conduct in the
14 future.

15 **THIRD CAUSE OF ACTION FOR**
16 **INTENTIONAL INFLICTION OF EMOTIONAL DISTRESS**

17 43. Ms. Le realleges and incorporates herein by this reference paragraphs 1
18 through 42, inclusive, of this Complaint.

19 44. On the night at issue, Ms. Le awoke from a state of unconsciousness
20 induced by her unknown and unwilling ingestion of Mr. Gale's purported ecstasy pill to
21 find herself lying naked and exposed on her bed, with Mr. Gale also naked and sexually
22 assaulting her, and also a pinkish lubricant smeared on her genital area and inner thighs.
23 Ms. Le did not consent to any of this conduct, all of which was instigated and
24 perpetrated by Mr. Gale, and which was extreme and outrageous with the intention of
25 causing, or reckless disregard of the probability of causing, physical and emotional
26 distress to Ms. Le. Indeed, Mr. Gale's degenerate and illegal conduct exceeded all of
27 the parameters of conduct that are ordinarily tolerated in a civilized society.

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1 45. As a result of Mr. Gale's above-mentioned degenerate and illegal conduct,
2 Ms. Le has suffered severe and extreme emotional distress.

3 46. Ms. Le's physical and emotional injuries were actually and proximately
4 caused by Mr. Gale's outrageous, degenerate and illegal conduct. As a direct and
5 proximate result of such conduct, Le has been damaged in an amount to be proven at
6 the time of trial.

7 47. In addition, Ms. Le should be awarded punitive and exemplary damages
8 based on Mr. Gale's willfully depraved, malicious, oppressive and despicable conduct,
9 and to deter Mr. Gale from participating in such disturbing and illegal conduct in the
10 future.

11 **FOURTH CAUSE OF ACTION FOR**
12 **DECLARATORY RELIEF**

13 48. Ms. Le realleges and incorporates herein by this reference paragraphs 1
14 through 47, inclusive, of this Complaint.

15 49. An actual and present controversy has arisen and now exists between Ms.
16 Le and Mr. Gale concerning their respective rights and obligations under the Contract,
17 as set forth herein. Ms. Le contends that the Contract is a valid, binding agreement, and
18 that Mr. Gale is obligated to pay her the \$230,000.00 due thereunder.

19 50. Ms. Le is informed and believes, and based thereon alleges, that Mr. Gale
20 disputes her contentions, and that Mr. Gale has in fact stated that he does not intend to
21 honor the Contract.

22 51. Ms. Le therefore seeks a judicial determination of the parties' respective
23 rights and duties with respect to claims arising out of all the facts and circumstances set
24 forth in this Complaint. In particular, Ms. Le desires a determination confirming that
25 (1) the Contract is a valid, binding agreement; (2) Mr. Gale is obligated to compensate
26 her in the amount of \$230,000.00 in accordance with the terms of the Contract, and (3)
27 there is no legal basis for Mr. Gale to refuse to comply with the terms of the Contract.

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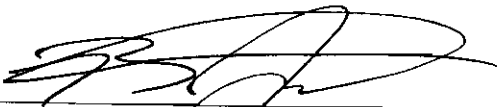
(c) There is no legal basis for Mr. Gale to refuse to comply with the terms of the Contract;

ON ALL CAUSES OF ACTION

- 1. For Ms. Le's costs of suit incurred herein; and
- 2. For such other and further relief as the court deems just and proper.

Dated: December 23, 2008

THE JEWETT LAW GROUP, INC.

By: 

 BRADLEY E. JEWETT
 Attorneys for Plaintiff
 Suzanne Le

PLAINTIFF SUZANNE LE HEREBY DEMANDS A TRIAL BY JURY.