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11 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
12 **COUNTY OF LOS ANGELES – CENTRAL DISTRICT**

13 PAZ DE LA HUERTA,

14 Plaintiff,

15 vs.

16 HARVEY WEINSTEIN, an individual; and
17 ROBERT WEINSTEIN, in his capacity as
18 an officer and director of Miramax and of
19 The Weinstein Company, LLC and of
20 Miramax; MIRAMAX FILM NY LLC;
21 THE WALT DISNEY COMPANY;
22 MICHAEL D. EISNER, in his capacity as
an officer and Director of The Walt Disney
Company; ROBERT A. IGER, in his
capacity as an officer and Director of The
Walt Disney Company; FOUR SEASONS
HOTELS, LTD, a Canadian Corporation;
BURTON WAY HOTELS, LTD, a
California Limited Partnership; BURTON
WAY HOTELS LLC, a Delaware LLC; and
DOES 1 to 25, inclusive,

23 Defendants.

Case No.

Assigned for all purposes to:

COMPLAINT FOR:

1. ASSAULT
2. SEXUAL BATTERY IN VIOLATION OF CALIFORNIA CIVIL CODE §1708.5 (RAPE)
3. INTENTIONAL INFLICTION OF EMOTIONAL DISTRESS
4. NEGLIGENT SUPERVISION
5. PREMISES NEGLIGENCE
6. SEX TRAFFICKING IN VIOLATION OF 18 U.S.C. §1591 (TVPA)

JURY TRIAL DEMANDED

Action Filed: August 27, 2019

Hearing:

Date:

Time:

Location:

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I. INTRODUCTION

Now comes Plaintiff, Paz De La Huerta, who files this civil complaint against HARVEY WEINSTEIN, ROBERT WEINSTEIN, MICHAEL D. EISNER, ROBERT A. IGER,

1 MIRAMAX, THE WALT DISNEY COMPANY and also against BURTON WAY LTD,
2 BURTON WAY LLC, and FOUR SEASONS HOTELS LTD.

3
4 **II. JURISDICTION AND VENUE**

5 1. Plaintiff, Paz De La Huerta (hereinafter referred to as Plaintiff) is and at all times
6 mentioned herein was, an individual, over the age of majority, residing in the City of Los
7 Angeles, County of Los Angeles, State of California and in the City of New York, County of
8 New York, State of New York.

9 2. Defendant Harvey Weinstein (hereinafter “Weinstein”), upon information and
10 belief, is now, and at all times mentioned herein was, an individual, over the age of majority,
11 residing in the City of Los Angeles, County of Los Angeles, State of California and in the City
12 of New York, County of New York, State of New York who has engaged in the buying and
13 selling of property in California at least at 518 North Kilkea Avenue in Beverly Hills, California
14 and who has extensive regular business activities and extensive contacts in the State of
15 California, thereby subjecting him to general jurisdiction in the State of California.

16 3. Defendant Robert Weinstein, brother of Defendant Harvey Weinstein is a citizen
17 of the United States and a resident of Greenwich, Connecticut. Robert Weinstein is the former
18 chairman of Miramax and is and was a director of TWC from 2005 to 2017. Robert Weinstein
19 stated during the course of the facts pertinent to this action that he was “divorcing” his brother
20 Harvey Weinstein by moving his business operations to California.

21 4. Robert Weinstein is a Director Defendant who knew of Harvey Weinstein’s
22 pattern and practice of predatory sexual conduct toward women from his personal relationship
23 with Harvey Weinstein and his position as a director of TWC.

24 5. By virtue of his position as a board member of TWC, like any Director Defendants
25 Robert Weinstein availed himself of the laws of New York and is subject to jurisdiction in New
26 York. Robert Weinstein chose to focus his professional activities as a TWC Director into
27 California as a gesture at “divorcing” his brother. This was substantially because of his
28 knowledge of Harvey’s Weinstein sexual misbehavior. By his participation in directing a

1 company with substantial business activities and second headquarters in California having
2 availed himself of California, Robert Weinstein subjected himself to personal jurisdiction in
3 California.

4 6. Defendant Miramax Film NY, LLC is a New York corporation with its principal
5 place of business in Santa Monica, California (hereinafter "MIRAMAX"). In 2010, Miramax
6 Film NY, LLC merged with and assumed all liabilities of Miramax Film Corp., which was the
7 Miramax entity that employed Harvey Weinstein or for which Harvey Weinstein acted as an
8 officer or director. Miramax Film Corp. was a subsidiary of The Walt Disney Company.

9 7. Defendant The Walt Disney Company (hereinafter "Walt Disney") is a Delaware
10 corporation with its principal place of business located in Burbank, California. Miramax Film
11 Corp was a subsidiary of The Walt Disney Company which controlled the budget for Miramax.
12 Walt Disney audited Miramax's financial data and also approved and paid the business expenses
13 of Miramax.

14 8. Defendant Michael D. Eisner is a resident of Bel Air, California and a citizen of
15 the United States. Eisner was Chairman and CEO of Walt Disney from 1984-2005. Between the
16 acquisition of Miramax in 1993 and the separation of Harvey Weinstein and Robert Weinstein
17 from their positions as executives of Miramax in 2005, Eisner made a series of decisions that
18 allowed a range of actions by Harvey Weinstein that unacceptably harmed certain employees of
19 Miramax.

20 9. Defendant Robert A. Iger has served as President and Chief Operating Officer of
21 The Walt Disney Company from 2000 to present and has served as Chief Executive Officer of
22 The Walt Disney Company from 2005 to present. Iger made a series of decisions that allowed a
23 range of actions by Harvey Weinstein that unacceptably harmed certain employees of Miramax
24 Following the departure of Harvey Weinstein and Robert Weinstein from their positions as
25 executives of Miramax in 2005, Iger made no effort to identify or remediate harms by Harvey
26 Weinstein to current or former employees of Disney-Miramax.

27 10. Defendant BURTON WAY HOTELS, LTD, is a California Limited Partnership of
28 which Robert Cohen is the General Partner and BURTON WAY HOTELS LLC is a Delaware

1 Limited Liability Corporation (hereinafter collectively “Burton Way”). Both entities have
2 registered offices at 2029 Century Park East, #2200, Los Angeles California, 90067 and have
3 roles as owners of a hotel at 300 South Doheny Drive, Beverly Hills, California, 90048 which is
4 named THE FOUR SEASONS LOS ANGELES AT BEVERLY HILLS (hereinafter “FOUR
5 SEASONS BEVERLY HILLS”) and which is managed by the Four Seasons Hotels, LTD,
6 doing business as the Four Seasons Hotels and Resorts, a Canadian Corporation, headquartered
7 at 1165 Leslie Street, Toronto, Ontario, Canada, M3C 2K8 (hereinafter “FOUR SEASONS
8 LTD”).

9 11. One of the events giving rise to this complaint took place in Los Angeles,
10 California in this Central District at 300 South Doheny Drive, Beverly Hills, California (Four
11 Seasons Los Angeles at Beverly Hills). Venue is therefore proper in this court. This court is the
12 proper court for trial in this action in that the actions and omissions of Defendants as alleged
13 herein were made within this Court’s jurisdictional area. Venue properly lies in this county in
14 that both Defendants regularly conduct business in this county, and one of the torts described
15 herein was committed in this county.

16 12. Plaintiff is unaware of the true names or capacities, whether they are individuals or
17 business entities, of Defendant DOES 1 through 50, and therefore sues them by such fictitious
18 names and will seek leave of this Court to insert true names and capacities once they have been
19 ascertained.

20 13. At all times mentioned herein, Defendants, and each of them, inclusive of DOES 1
21 through 50, were authorized and empowered by each other to act, and did so act, as agents of
22 each other, and all of the things herein alleged to have been done by them were done in the
23 capacity of such agency. Upon information and belief, all Defendants are responsible in some
24 manner for the events described herein and are liable to Plaintiff for the damages they have
25 incurred.

26 14. The Harvey Weinstein Company, LLC (hereinafter “TWC”) has offices at 9100
27 Wilshire Blvd, Beverly Hills, California and also at 375 Greenwich Avenue, New York, NY. It
28 is registered with the Secretary of State, in the State of California under registration number:

1 #200513810010, having extensive regular business and extensive contacts in the State of
2 California and is therefore subject to general jurisdiction in the State of California. This entity is
3 now bankrupt (see 18:-1061-MFW, District of Delaware) and has been dismissed from a
4 predecessor action 18STCV04723/2:19-cv-02183 *De La Huerta v. Weinstein, et al.*

5 6 **III. FACTUAL ALLEGATIONS**

7 1) Events Prior to 2010

8 15. Plaintiff alleges that in 1990 Miramax relocated its offices to Robert De Niro's
9 Tribeca Film Center at 375 Greenwich St. in the Tribeca section of Manhattan. Shortly
10 thereafter, Miramax leased apartment 3B at 311 Greenwich St. The Landlord for the lease was a
11 parent of two young children – one of whom was Paz De La Huerta, then six years old, who had
12 her bedroom in apartment 3C at 311 Greenwich St on the other side of a wall from the Miramax
13 apartment.

14 16. This was around the time of Miramax's iconic release of Steven Soderbergh's
15 "Sex, Lies, Videotape" about a character who can only achieve sexual gratification through
16 watching videotapes. Miramax maintained the lease through late 1994 when the landlord – Paz
17 De La Huerta's mother, terminated the lease after a series of complaints to Miramax of a
18 number of incidents of loud partying and other acts of public nuisance incompatible with its
19 location adjacent to the family's apartment.

20 17. Paz De La Huerta was born in 1984 so that at least from age 6 through 10, she
21 was a neighbor to Miramax and witness as a child to disputes between her family and Miramax
22 as well as being continually exposed to the sounds. In addition, from routine daily encounters in
23 the hallway outside the apartment and in the streets in front of the apartment, Paz De La Huerta
24 became acquainted with Miramax staff and executives.

25 18. In 1998, Billy Hopkins, a casting director for Miramax, approached Paz De La
26 Huerta and her mother on the street in front of the apartment and asked Paz to play the role of a
27 14-year-old girl in a full-length Miramax motion picture to be filmed in Vermont,
28 Massachusetts and Maine during the following year – Cider House Rules.

1 19. Miramax selected their next-door neighbor – 13-year-old Paz De La Huerta - to
2 star in Cider House Rules, so it is indisputable that senior executives at Miramax – almost
3 certainly Harvey Weinstein – were well aware of Paz. Although it is true that casting director
4 Billy Hopkins actually approached Paz and Judith on the street near 311 Greenwich – here,
5 selection out this next-door neighbor out of all the teenagers in New York was not likely a mere
6 co-incidence.

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Figure 1 – In Cider House Rules starting around minute 21 in the film, Paz (Mary Agnes) flirts with soldiers on a train, Homer (Tobey Maguire) is talking to an orphan boy about his fantasy of killing his parents, but Homer is distracted by watching Paz’s legs as she flirts. One of the soldiers reaches for Mary Agnes, she slaps him, spits at him and fumes. Later in the film, she prims and primps to get Homer’s attention.

1 20. Immediately following the film shoot, several actors commenced telling Paz how
2 sexy she looked in the scene. She looked up and saw Harvey Weinstein staring at her as he sat
3 on the back of a truck and stared at her. When Weinstein saw that Paz had noticed his stare, he
4 beckoned her over, introduced himself, and asked her to sit next to him, upon which he put his
5 arm around her and told her he would make her a famous actress.

6 21. Plaintiff alleges that Defendant Harvey Weinstein developed an immoral and
7 unwholesome interest in her sexually when she was 14 years of age and that she experienced
8 disturbing, and sexual interest from him commencing at that time in 1999 and continuing
9 through at least 2011.

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The Lipstick, Paz de la Huerta, ph. Tina Barney, 1999

Figure 2 - Archival photo portrait by Tina Barney from 1999, shows Paz De La Huerta, age 14, in front of the mirror in her bedroom at 311 Greenwich, Apartment 3C. The door to her left leads into Apartment 3B which had been the Miramax office. The door was cut in the wall after Miramax vacated the space, in order to join 3B to 3C for another family member. Eleven years later, - after the door was sealed up again - Harvey Weinstein raped Paz De La Huerta twice in apartment 3C.

22. Miramax under Disney did rent this apartment within 1,000 feet of its 375 Greenwich St, New York, NY headquarters, under full decisional control of its directors and officers and owners – which apartment was used significantly for the illicit sexual activities of Harvey Weinstein. These quarters were offered instead of a hotel for young actresses seeking to do business with Miramax and Disney-Miramax, and on information and belief, certain female employees of Miramax. Among these was an apartment rental at 311 Greenwich.

1 23. The directors of Miramax and Disney-Miramax had full knowledge of this rental
2 and full knowledge of the purpose of this apartment rental. Of note, there existed throughout this
3 period of time a Sheraton Hotel, a Hilton Hotel and the Soho Grande Hotel also within 1,000
4 feet of said headquarters. Therefore, the Directors of Miramax and later Disney-Miramax were
5 fully appraised of continuing material expenditures of the company – paying rent to De La
6 Huerta’s unsuspecting family - undertaken purely for the purpose of shielding and protecting
7 and promoting the predatory sexual behavior of Harvey Weinstein. The Directors and Officers
8 of Miramax, such as Robert Weinstein, had a duty to warn De La Huerta’s family. Paz De La
9 Huerta was a victim of Harvey Weinstein, of Miramax and of Disney-Miramax and their
10 Directors through her exposure to this activity during her childhood – a fact that further
11 magnified the emotional distress she suffered once the 2010 rapes occurred adjacent to the space
12 previously leased by Miramax.



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26 Figure 3 – Apartment C at 311 Greenwich (A) looking east, the red arrow indicates the mirror
27 seen in the Tina Barney photo at Figure 2. (B) view to west towards entry door and
28 sled bed where sexual assaults occurred. Photos by NYPD Detective Nicholas DiGaudio.

1 2) Continued Interest by Harvey Weinstein in Reference to Cider House Rules

2 24. Paz De La Huerta moved out the Tribeca apartment to live with a boyfriend in
3 2005 (Troy Garity – son of Tom Hayden and Jane Fonda). She recalls that Harvey Weinstein
4 approached her and Garity at a party at Sunset Tower Hotel in Los Angeles in 2005. He scanned
5 up and down along her dress and stated:

6 “My how my Mary Agnes has grown up, what a beautiful woman she’s grown up into.”
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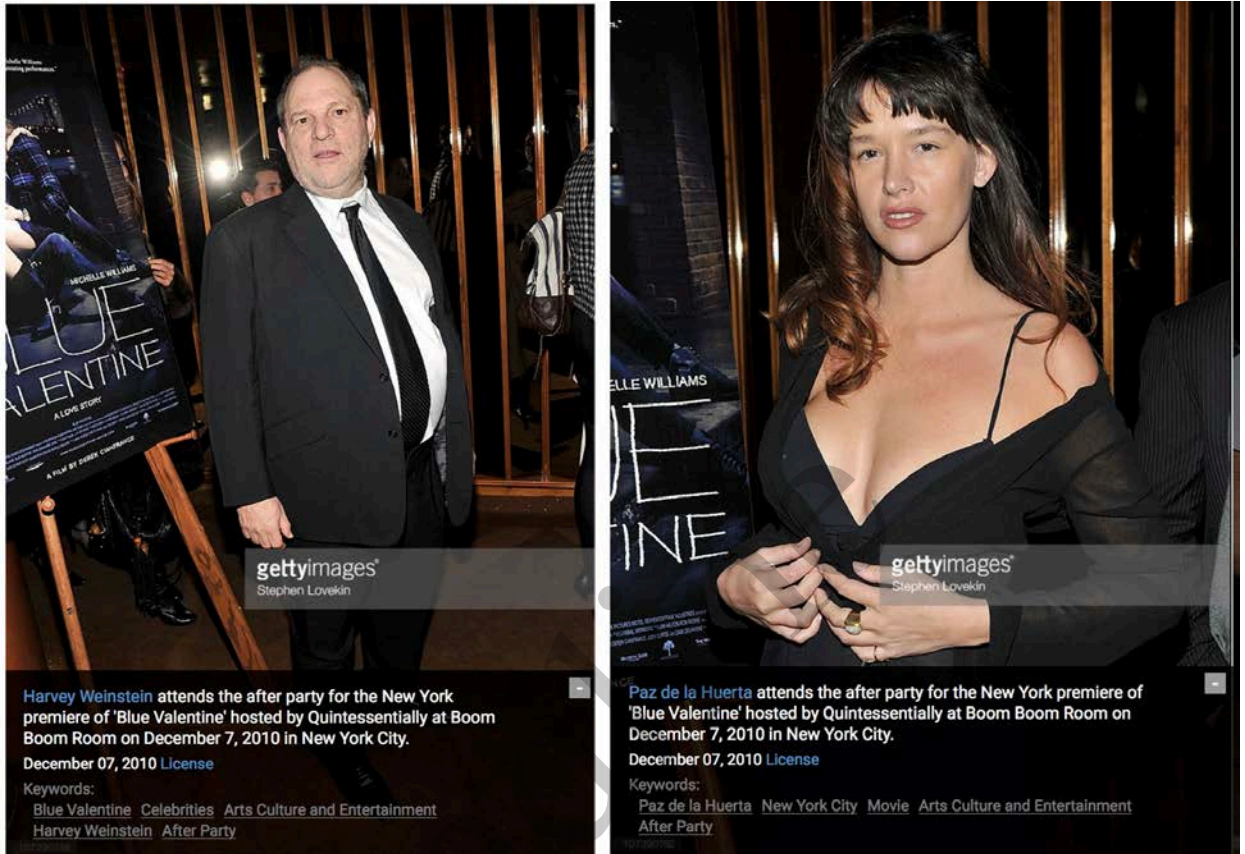
8 25. Five years later, in May of 2010, Paz De La Huerta moved back into 3C at 311
9 Greenwich. By this time, De La Huerta had developed post-traumatic stress disorder (PTSD) in
10 relation to Harvey Weinstein. She commenced therapy when she moved back into Apartment
11 3C and repeated a daily mantra to combat the PTSD: “I have nothing to fear from Harvey
12 Weinstein.”

13 26. She had been hired by HBO and Martin Scorsese for “Boardwalk Empire” in
14 which role she performed in 24 episodes, earning considerable acclaim as an actress, wide
15 public recognition and a very favorable reception by viewers of the series. She was also hired
16 by Lionsgate to be the lead actress in what was anticipated to be a series of “film noire” style
17 action adventures – the first of these “Nurse 3D” was filmed in 2011, with her performance
18 being well received by many reviewers. Both of these ongoing high-profile acting jobs – HBO
19 and Lionsgate - were terminated in 2012 without specific explanation to her as to what had gone
20 wrong.
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22 3) First Assault on December 7, 2010

23 27. Plaintiff is informed and believes, and upon such information and belief states that
24 on or around December 7, 2010 De La Huerta encountered WEINSTEIN at a lounge called
25 “Top of the Standard” (aka Boom Boom Room) on the High Line located in Manhattan, New
26 York, because both were attending a party at that location celebrating the opening of a movie
27 called Blue Valentine. De La Huerta and WEINSTEIN were neighbors who did recognize each
28

1 other occasionally – as at grocery stores or cafes as well as having a prior employee/employer
2 relationship from 1999.



17 Figure 4 – Photos of WEINSTEIN and De La Huerta at Blue Valentine afterparty December 7,
18 2010.

19 28. WEINSTEIN offered De La Huerta a ride home to Tribeca which De La Huerta
20 agreed to. On the way to De La Huerta's home, WEINSTEIN continuously pressured De La
21 Huerta to have a drink with him, stating that he wanted to discuss an acting part for her in a
22 future production. Upon reaching De La Huerta's home, WEINSTEIN insisted on coming up to
23 De La Huerta's apartment to avoid discussing business and personal matters in the public lobby
24 of De La Huerta's apartment building. Once inside of De La Huerta's apartment, WEINSTEIN
25 made warnings to De La Huerta about harm to her career if she did not submit to sex, then
26 forced himself on De La Huerta and raped De La Huerta, thus – on information and belief –
27 acting out a fantasy and obsession he had long nurtured engaging in sexual activities in an
28 apartment next door to De La Huerta's childhood bedroom and through years of obsession with

1 De La Huerta following on her acting performance in Cider House Rules. Defendant Harvey
2 Weinstein then taunted Plaintiff by relaying that he would be calling her.

3 29. Plaintiff alleges that Defendant Weinstein or an employee of TWC would then call
4 Plaintiff's cellphone at least several times over the following two weeks. Defendant Weinstein
5 or the TWC employee would tell Plaintiff that he was waiting outside of her apartment building
6 in his vehicle or in the lobby of the building waiting for her, stating that he wanted to discuss a
7 part in a production he had in mind for her. Plaintiff would avoid his calls, and avoid returning
8 to her home until she was notified that he had left the premises. Defendant continued this
9 behavior through the two weeks after raping Plaintiff.

10 4) Corroboration of First Assault

11 30. On information and belief as well as according to news reports, WEINSTEIN had
12 a protective program for his assaults which included seeking to have a photograph taken with
13 his prior victim, following any assault. When the October 5, 2017 report in the New York Times
14 by Jodi Kantor & Megan Twohey caused a furore about the assaults, WEINSTEIN purportedly
15 produced a number of such photographs to the board of directors of THE WEINSTEIN
16 COMPANY for the purpose of showing that these photographs would derail any criminal or
17 civil action against him. WEINSTEIN procured such a photograph with De La Huerta, one
18 week after the first rape:
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Figure 5 – Photo of WEINSTEIN with De La Huerta on December 13, 2010

31. Tensor Law PC (“TLPC”) located and presented the December 7th, 2010 photographs to the NYPD to show the date of the first assault and to prove the veracity of De La Huerta’s statements to the NYPD. TLPC located and presented the December 13th, 2010 photo to the NYPD to prove that WEINSTEIN had developed a direct interaction with WEINSTEIN. Further TLPC asserted that in the light of the revelation of WEINSTEIN’s defensive modus operandi (obtaining public, post-assault photographs for defensive purposes), this provided prima facie evidence of an active cover-up by WEINSTEIN tending to prove an assault from which he believed he would need a defense. The December 13th photos are the only time these two persons have been photographed together.

1 5) Second assault on December 23, 2010

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3 32. Plaintiff is informed and believes, and upon such information and belief states that
4 shortly thereafter, on or around December 23, 2010, Plaintiff received a phone call from
5 Weinstein while she was at work doing a professional photoshoot with Mark Squires wherein
6 Weinstein again stated that he was waiting outside her building and would remain until she got
7 home. Plaintiff again decided to confront Weinstein to point out that she viewed this as stalking
8 and that he was to leave her alone. However, during the ride home, Plaintiff consumed a very
9 large quantity of alcohol out of fear and depression, thereby rendering herself unable to consent
10 to any disputed sexual encounter.

11 33. Plaintiff, by then barely able to stand, did confront Weinstein, again waiting at the
12 lobby of her home when she returned home. Plaintiff told Weinstein to leave, to which
13 Weinstein “hushed” her and insisted that they speak in a private place, promising that they
14 would be able to resolve this discussion in her apartment. On information and belief, at least one
15 witness has come forward who observed them arguing outside her apartment door. Weinstein
16 then forcibly entered the apartment without consent and again forced himself on Plaintiff by
17 performing unconsented vaginal intercourse through overpowering physical force. Weinstein
18 stated again that he had in mind an acting part for her in a production. Weinstein left
19 immediately after he raped Plaintiff, leaving Plaintiff in a state of absolute shock, humiliation,
20 embarrassment, and pain, as well as losing consciousness because of progressive absorption of
21 the ingested alcohol. Following this confrontation and attack, however, Weinstein ceased all
22 direct contacts, personal calls, and calls by his office staff directed at Plaintiff as well as ceasing
23 all uninvited visits to her building, but both knew the Los Angeles Awards Season involving
24 both of them in California two weeks later was in immediate prospect which would prevent
25 Plaintiff from avoidance of coming into the presence of Harvey Weinstein again very soon.

26 6) Events at the Four Seasons Hotel Los Angeles in Beverly Hills January 14 and 15, 2011

27 34. Plaintiff believes and therefore alleges that in relation to the 11th Annual American
28 Film Institute 2010 Awards luncheon, held on January 14, 2011 in the driveway of the Four

1 Seasons Hotel in Beverly Hills, just two days before the 68th Golden Globe Awards on January
2 16, 2011 (to be held at the Beverly Hilton), Harvey Weinstein occupied a room at the Four
3 Seasons Hotel on South Doheny Drive in Beverly Hills. The AFI Awards named De La
4 Huerta's show "Boardwalk Empire" as one of the "Programs of the Year" and gave a "Special
5 Award" to The Weinstein Company's "The King's Speech." Thus, this critical business and
6 professional event coincidence brought De La Huerta and Weinstein back into proximity with
7 each other three weeks after the second rape.

8 35. On the afternoon of January 15, 2011 Harvey Weinstein attended the annual
9 British Academy of Television Arts (BAFTA) Los Angeles Awards Season 17th Annual Tea at
10 the Four Seasons Hotel Los Angeles at Beverly Hills. This was part of the annual three-day
11 sequence of AFI on the first day, BAFTA on the second day and Golden Globes on the third day
12 which brought Harvey Weinstein to the Four Seasons annually. Of note, The Four Seasons is a
13 registered Creditor of The Weinstein Company in the pending Bankruptcy proceeding in United
14 States District Court of the District of Delaware 18-10601-MFW.

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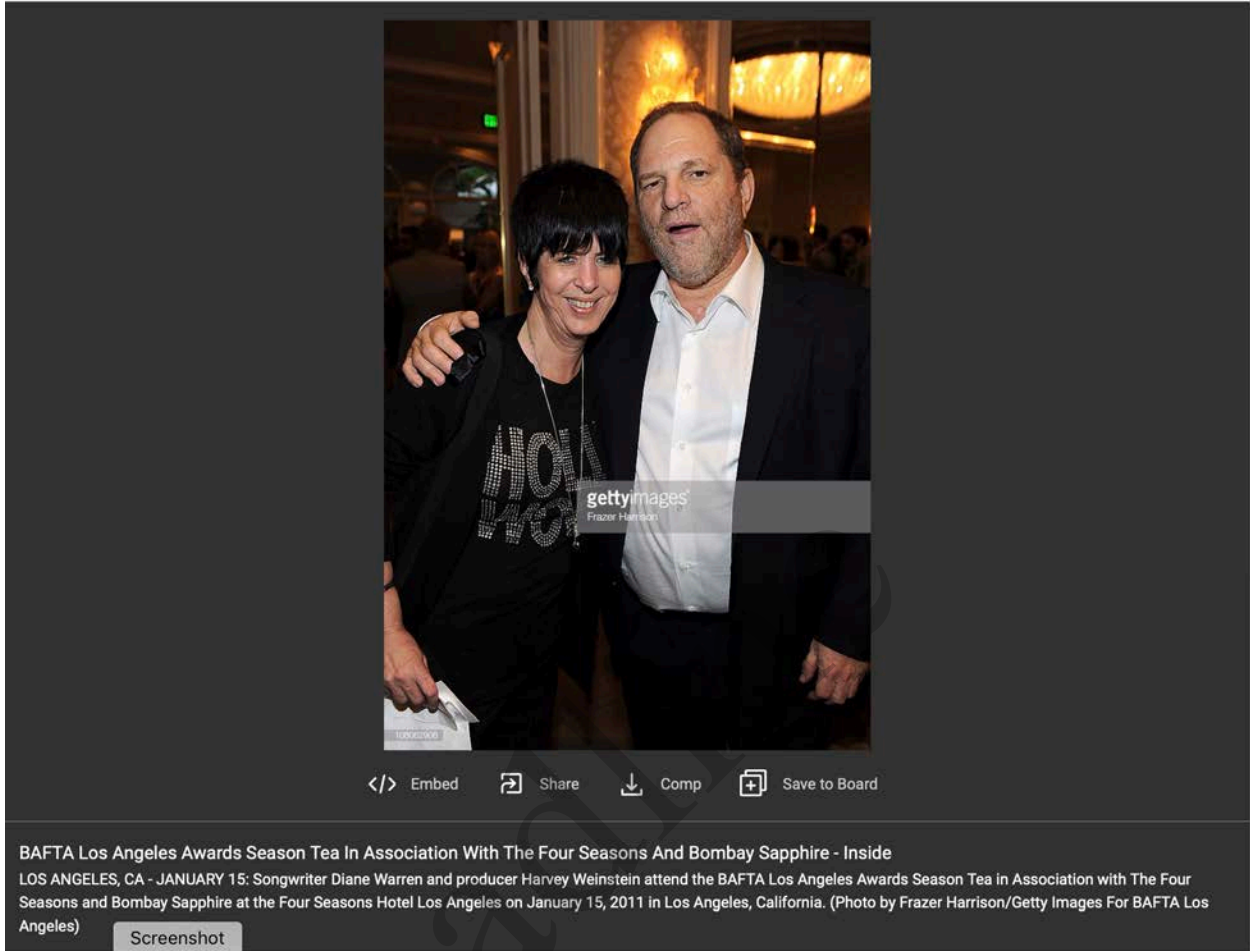


Figure 6 - Harvey Weinstein at the Four Seasons Los Angeles at Beverly Hills on the afternoon of January 15, 2011

36. On the same afternoon, Paz De La Huerta attended Day 2 of the Annual In Style Golden Globes Beauty Lounge at the Four Seasons Los Angeles at Beverly Hills on January 15, 2011.

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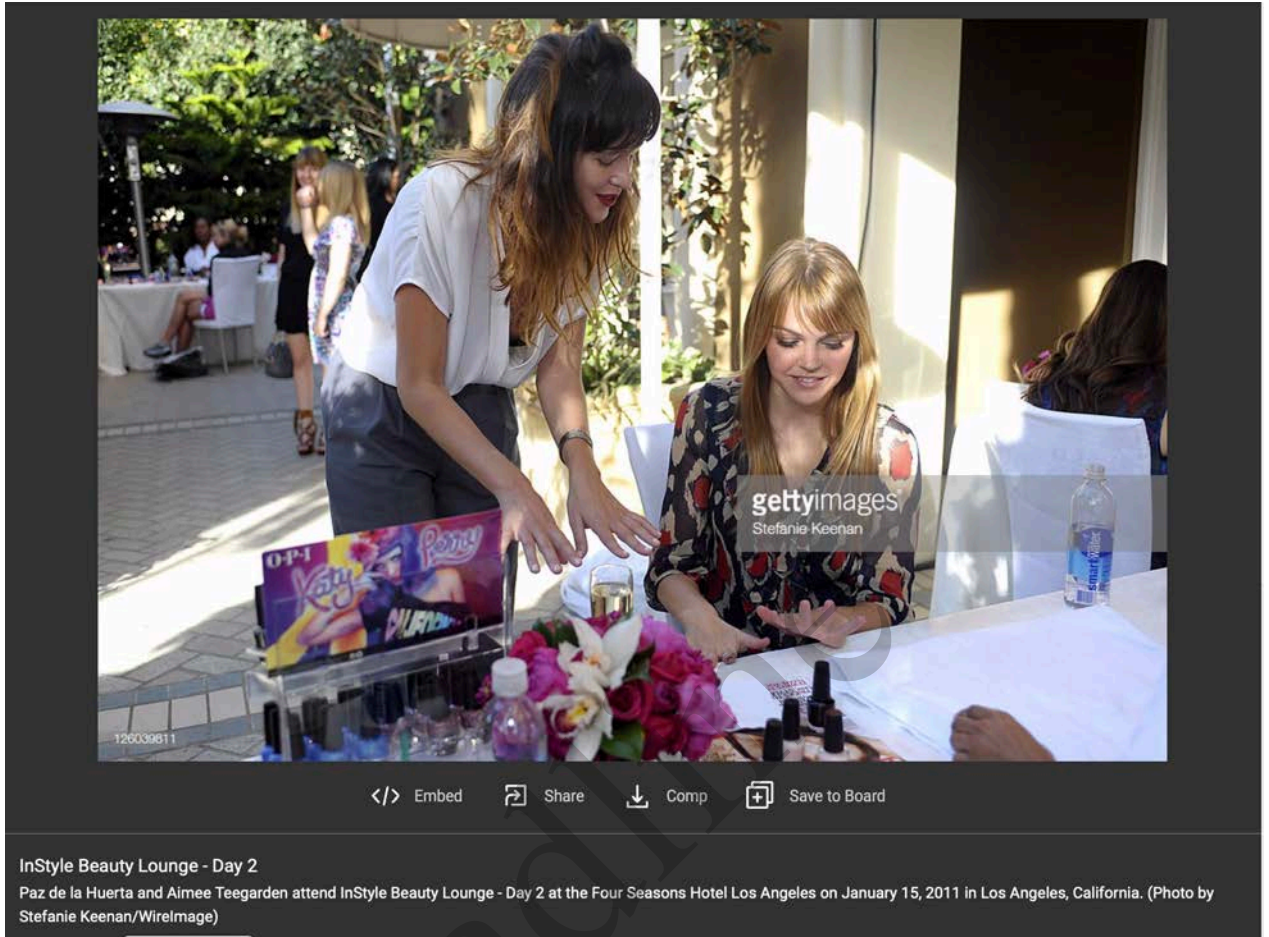


Figure 7 – Paz De La Huerta with actress Aimee Teegarden at the Four Seasons Los Angeles at Beverly Hills on the afternoon of January 15, 2011.

37. Plaintiff is informed and believes, and upon such information and belief states that on or about the afternoon of January 15, 2011, Weinstein was visiting the Four Seasons Hotel having drinks with several associates in a lobby lounge following the BAFTA event and observed De La Huerta and called her on her cell phone asking her at short distance to come to join him where he was with several other individuals, to discuss their dispute and the acting part he had spoken of in New York.

7) Culpability of Burton Way and Four Seasons LTD

38. Plaintiff notes that the Four Seasons Hotel in Beverly Hills was, at that time, on public notice of recurrent sexual assaults performed by Harvey Weinstein at said Four Seasons Hotel. Famously, on August 7, 2005 at a red-carpet interview at the Comedy Central Roast of Pamela Anderson at Sony Studios in Culver City, Natasha Leggero asked Courtney Love if she

1 had any advice for “a young girl moving to Hollywood.” Courtney Love answers: “I’ll get
2 libeled if I say it...If Harvey Weinstein invites you to a private party at the Four Seasons, don’t
3 go.” On information and belief, The Four Seasons was fully put on notice by this statement but
4 took no action to warn or protect any young women visitors to the hotel of the risks when any
5 such women visited while Harvey Weinstein was a guest. In fact, in order to promote the
6 business associated with Weinstein’s stays at the hotel, the Four Seasons actively assisted
7 Weinstein in his predatory behavior, as it collected large fees from the Weinstein Company.

8 39. The Four Seasons Hotel at Los Angeles in Beverly Hills had a generally
9 heightened concern for commercial sexual activity on its premise due to the popularity of
10 “Pretty Woman” in which Richard Gere shares a room with a prostitute at the Four Seasons
11 Beverly Hills on Wilshire Blvd. The Four Seasons actually advertises a three day \$100,000
12 “Pretty Woman” package which is the foremost and shocking promotion of commercial sex in
13 the world. While participants may not engage in commercial sex, this signifies the level of
14 public association and apparent endorsement by the Four Seasons Hotels LTD. The room rate
15 for the Presidential Suite is \$10,000 per night, thus the advertising leaves little doubt that Four
16 Seasons charges an additional \$70,000 for the “Pretty Woman.”

17 40. The Four Seasons Los Angeles at Beverly Hills, the owner operators – Burton
18 Way – as well as the Four Seasons LTD were well aware of the prosecution of Anand Jon
19 Alexander (see *People v. Alexander* 2012 WL 2311554). Alexander offered a path to success for
20 aspiring young models, wherein his modus operandi was to invite a young woman to meet him
21 in the lobby of the Four Seasons in Beverly Hills. He used the Four Seasons repeatedly because
22 he understood its reputation would provide an aura of respectability and safety. Following the
23 meeting in the lobby with further promises of advancement in a modeling career, a sexual
24 assault would ensue – see Count A:

25
26 A. Jessie B., Counts 7–9: Sexual Battery by Restraint, Attempted Forcible Oral Copulation,
27 Forcible Rape:... When Jessie arrived at the Los Angeles airport on March 4, 2007, she called
28 appellant, who instructed her to take a taxi to the Four Seasons Hotel in Beverly Hills

Alexander at *2

1 H. Amanda C., Counts 10–11: Sexual Penetration by a Foreign Object, Using a Minor for Sex
2 Acts:... Amanda arrived in Los Angeles on the morning of March 6, 2007. Appellant told her
3 to take a shuttle to the Four Seasons Hotel. Amanda called appellant from the hotel, and
4 appellant met her in the lobby.

5 Alexander at *6. Investigation of the assaults involved the Four Seasons management in 2008 and
6 would likely be aware of the verdict in 2009 in relation to extensive media coverage.

7 41. Additionally, in October of 2010, ABC News drew attention to Hollywood casting
8 couch incidents (Tales from the Casting Couch: Hollywood’s Ugly Open Secret, by Coeli Carr,
9 October 12, 2010 - ([https://abcnews.go.com/Entertainment/gwyneth-paltrow-lisa-rinna-sexual-
10 politics-casting-couch/story?id=11849706](https://abcnews.go.com/Entertainment/gwyneth-paltrow-lisa-rinna-sexual-politics-casting-couch/story?id=11849706)), while other media connected Harvey Weinstein to
11 this pattern of behavior.

12 42. Harvey Weinstein was not a “one off” guest staying for one evening with no
13 particular notoriety to even draw the management’s attention to his presence. The three-day
14 Awards Season event of AFI film awards, BAFTA tea, and Golden Globes resulted in an annual
15 event in which The Weinstein Company would rent a block of rooms and “hold court” for the
16 independent movie industry. This was an intensive exploitive environment and the management
17 of the Four Seasons had a public duty to discourage commercial trafficking of sex as opposed to
18 promoting it as Four Seasons LTD has continued to do. Plaintiff suffered from Four Seasons
19 LTD’s reckless disregard of its duty as a hotelier. The fact that other courts have recently
20 allowed Harvey Weinstein Sex Trafficking cases to proceed in relation to various Four Seasons
21 LTD hotels evidences the corporations willingness to benefit from such activity (see *Canosa v.*
22 *Ziff et al*, Amended Complaint 1:19-cv-04115-PAE).

23 43. On information and belief, TWC and Harvey Weinstein took measures to conceal
24 illicit activities at the Four Seasons Beverly Hills including the use of a variety of pseudonyms
25 on the hotel registry to avoid public knowledge and knowledge by Weinstein’s wife of Harvey
26 Weinstein’s rental of a hotel room for illicit mid-day activities at the Four Seasons Hotel
27 Beverly Hills even as he was officially staying at another hotel with his wife.

28 44. The Annual Awards season events, taken together with prominent media reporting

1 in late 2010 while the management at Four Seasons Los Angeles at Beverly Hills were working
2 with The Weinstein Company to arrange their Awards Season event, and the ongoing news of
3 the *People v. Alexander* events, should have put the Four Seasons on heightened awareness,
4 particularly in light of the specific comments of Courtney Love as to the Four Seasons in
5 relation to Harvey Weinstein. Thus, when a concierge at the Four Seasons Los Angeles at
6 Beverly Hills delivered a message to Plaintiff requesting her presence at his suite, that concierge
7 will have had a very clear knowledge of the types of events likely to transpire, but clearly had
8 not been advised by his employers to make any sort of warning or offer of a safe escort to
9 Weinstein's room.

10 45. Plaintiff alleges that because Weinstein stated in the call that he was in a public
11 place with other persons present with him. Therefore, who was angered by the call, reasonably
12 believed that this would provide a safe opportunity to confront Weinstein. In agreeing to a
13 meeting with Weinstein, she intended to confront him to demand that he leave her alone and to
14 call him to account for his assault on her. She believed that after the assault when she tried to
15 confront him in private at her building in Tribeca, that it would be safer to confront him in the
16 public, formal, and protective environment of the Four Seasons Hotel where she did not imagine
17 an attack could be made.

18 46. De La Huerta was nearby at the time of receiving the call, walked from her
19 location at the Four Seasons hotel to the location of Weinstein and his associates in a lobby
20 lounge area. Plaintiff informed Weinstein that she had subject matter to discuss with him.
21 Almost immediately, Weinstein excused himself from the group and did not return. Shortly
22 thereafter, a concierge of Defendant FOUR SEASONS HOTEL gave Plaintiff a note indicating
23 that it was from Weinstein, requesting her presence in his hotel room for a substantive
24 discussion. Plaintiff went to Weinstein's room in hopes of accomplishing her intention of
25 warning and confronting Weinstein to stop the harassing phone calls, which he had that day
26 resumed, and any further uninvited visits to her building. Plaintiff alleges that Weinstein
27 opened the door, wearing an opened bathrobe thereby prominently exposing his penis to
28 Plaintiff in a taunting manner. Plaintiff also observed another woman undressed in the room and

1 was then invited by Weinstein to participate in a three-party sexual encounter. Plaintiff told
2 Defendant Weinstein to stop stalking and harassing her and quickly left the vicinity of
3 Weinstein's room feeling embarrassed, scared, shocked and humiliated. She noted that
4 Weinstein appeared angered by her rejection and denunciation.

5 47. The Golden Globe Awards then took place the following day, commencing at 5:00
6 pm on January 16, 2011, at the Beverly Hilton Hotel. During that event De La Huerta's HBO
7 show – Boardwalk Empire won “Best TV Series – Drama” and in which the lead actor in
8 Boardwalk Empire Steven Buscemi won “Best Performance by an Actor in a Television Series -
9 Drama” and in which Kelly Macdonald was nominated for Best Performance by an Actress in a
10 Supporting Role in a Series” and wherein The Weinstein Company's Kings Speech won seven
11 awards. This was an extremely important professional event which De La Huerta attended. It
12 was immediately followed by the Relativity Media and The Weinstein Company 2011 Golden
13 Globes After Party which was attended by De La Huerta along with other Boardwalk Empire
14 cast members and also attended by Harvey Weinstein with his wife Georgina Chapman.

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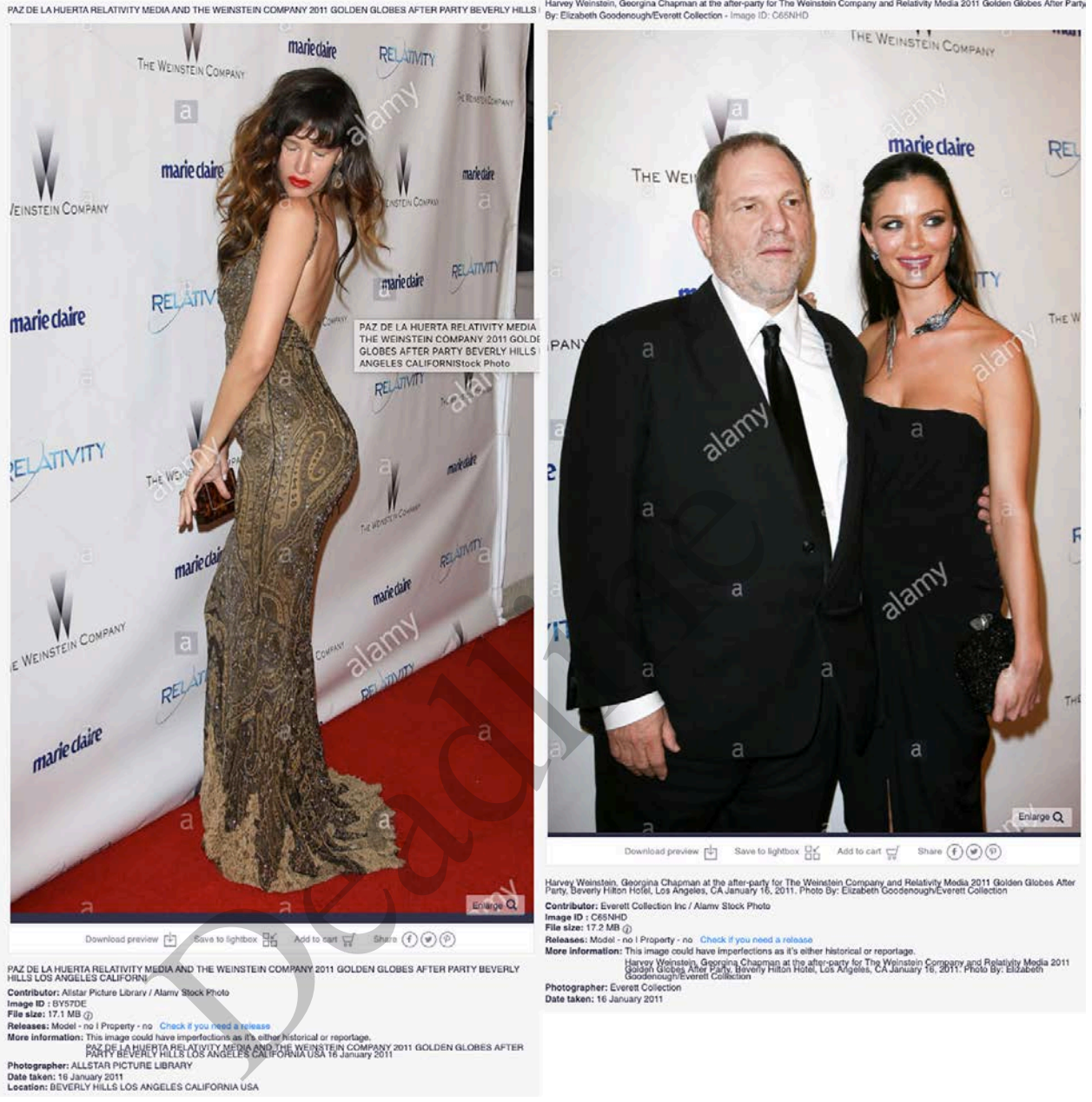


Figure 8 - Plaintiff De La Huerta and Defendant Harvey Weinstein at the Relativity Media and The Weinstein Company 2011 Golden Globes After Party January 16, 2011.

48. During this party, in the small confines of the Beverly Hilton party, faced with seeing Weinstein with his wife after being raped twice by him and suffering a humiliating exposure of his genitals at the Four Seasons, hotel, De La Huerta experienced severe emotional distress and commenced drinking very heavily. She left the afterparties at the Beverly Hilton and attempted to attend an afterparty sponsored by GQ at the Chateau Marmont. She was refused admittance and was filmed staggering and falling due to extreme inebriation. This video

1 was widely distributed in numerous online media on January 17, 2011 causing additional
2 distress. CBS News reported the video:

3 After the ceremony, the 26-year-old star of HBO's "Boardwalk Empire" got so
4 wasted she was rejected from a "GQ" party at Chateau Marmont, then proceeded
5 to hit the deck, rip her dress.

6 CBS News, January 17, 2011. This a modern token of the humiliation and shame that may be
7 heaped onto a woman raped by a powerful person, who is also shamed into not making any
8 accusation, - here converting from the Plaintiff what should have been a pinnacle day in her
9 acting career turning it instead into an emotionally crushing experience. Other media similarly
10 featured the video.

11 8) Retaliatory Career Destruction Undertaken by Weinstein for De La Huerta's Accusations and
12 Rejections and Equitable Estoppel of Assertion of the Statute of Limitations and Continuing
13 Wrong

14
15 49. At the time of the attacks, Plaintiff was in the second season of filming for
16 Boardwalk Empire and was receiving widespread critical claim and popularity. This work
17 continued through 2011. De La Huerta alleges that the emotional disturbance of the assaults and
18 exposures led to ongoing emotional impacts affecting her behavior.

19 50. On information and belief, one year later, Weinstein again attended the AFI
20 Awards Luncheon at the Four Seasons Los Angeles at Beverly Hills the following year, on
21 January 14, 2012, and was possibly reminded of the confrontation with De La Huerta at the
22 Four Seasons the year before. There Weinstein was photographed conversing with Martin
23 Scorsese, Director & Executive Producer of Boardwalk Empire in an image placed prominently
24 in the New York Times. A public announcement of De La Huerta's termination off of
25 Boardwalk Empire was released three weeks later on February 6, 2012. De La Huerta
26 reasonably inferred and herein alleges that the close timing of this meeting of Weinstein with
27 Scorsese occurring just before her termination, led her to reasonably believe that Weinstein was
28 making good on threats to harm her career if she defied him.

1 51. In addition, the “continuing violation” doctrine overrides the statute of limitations.
2 The continuing violation doctrine is an exception to the statute of limitations which allows a
3 plaintiff to bring an action on any one of a series of libelous conduct extending over a period of
4 time because a new cause of action arises in each instance. Thus, the continuing violations
5 doctrine permits a plaintiff to recover for conduct that falls outside the limitations period, as
6 long as part of a “continuing violation” is within the statute of limitations period.

7 52. Here, Plaintiff has alleged a series of intimidation, and coercion including threats
8 of harm to her existing career if she revealed the prior acts of sexual domination alleged herein.
9 This intimidation and coercion via threats from DEFENDANT HARVEY WEINSTEIN amount
10 to continuing violations which continued until DEFENDANT HARVEY WEINSTEIN no
11 longer occupied a position to effectuate that intimidation and threats, which continued well
12 within the statutory period for the claims alleged herein.

13 53. Of note, following Courtney Love’s statement about Weinstein and the Four
14 Seasons in 2005 (see Paragraph 21 above) she stated, in an October 14, 2017 tweet, that she was
15 “banned for life” by her talent agency CAA (Creative Artists Agency) for “speaking out against
16 #HarveyWeinstein #rape,” linking this tweet to her 2005 statement connecting Harvey
17 Weinstein, the Four Seasons, and sexual assaults.

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Traffic Jams With Eastwood and Pitt, Scorsese and Weinstein

BY MELENA RYZIK JANUARY 14, 2012 12:48 PM [Comment](#)



Fred Prouser/ReutersMartin Scorsese, left, and Harvey Weinstein at the annual AFI luncheon on Friday.

Figure 9 – Martin Scorsese – Director & Executive Producer of Boardwalk Empire – converses with Harvey Weinstein at the Four Seasons Los Angeles at Beverly Hills on January 14, 2012, three weeks before the public announcement on February 6, 2012 of the abrupt non-renewal of De La Huerta’s contract on Boardwalk Empire. New York Times, January 14, 2012.

54. Following the January 2012 event, De La Huerta’s contract for additional episodes and seasons of Boardwalk Empire was not renewed, although no reason was ever given by HBO for this discontinuation. On information and belief, Plaintiff here alleges that retaliatory action by Weinstein played a critical role in the termination. Additionally, because Plaintiff reasonably believed this was retaliation, she continued to be fearful of further career harm throughout the film industry, if she proceeded with a lawsuit against Weinstein. She made no further attempts to confront Weinstein and he did not initiate any further telephone contacts to her.

55. Plaintiff alleges that she had feared to press any charges or file any lawsuits against Weinstein and TWC, because of multiple and repeated statements and warnings made by Weinstein to Plaintiff during this five-week period that lack of cooperation on her part with his advances would harm her career. Additionally, Plaintiff was warned by Weinstein that any

1 effort to take legal action against him would fail and would prompt him to interfere with her
2 future success and career as an actress. She additionally feared a confrontation with the Four
3 Seasons.

4 56. For the reasons set forth in the prior paragraphs, Plaintiff alleges that Defendants
5 Harvey Weinstein, The Weinstein Company, Burton Way and Four Seasons are equitably
6 estopped from asserting the statute of limitations. Unlike an employer where a person can evade
7 future harms by changing employment, Weinstein's pervasive role and impact in the film
8 industry and awards events left no means to escape or terminate the reach of Weinstein's ability
9 to negatively influence her career. The Four Seasons similarly would defend its reputation from
10 accusation of permitting and fomenting serial sexual assaults on its property with
11 foreknowledge.

12
13 9) Endorsement and Ratification by The Weinstein Company

14 57. Plaintiff is informed and believes, and upon such information and belief states that
15 the criminal and intentional acts performed by Harvey Weinstein were endorsed by the
16 Weinstein Company. The Weinstein Company funded the rooms that Defendant would commit
17 his lewd, forceful and unconsented act, and additionally participated in setting up meetings
18 between Defendant and Plaintiff, which asserted no business purpose, including attempting to
19 direct her to meet Weinstein at Plaintiff's home.

20 58. Plaintiff is informed and believes, and upon such information and belief states that
21 prior to the numerous criminal acts performed by Weinstein, TWC's executives, officers and
22 employees were equipped with actual knowledge of Weinstein's repeated acts of sexual
23 misconduct with women. Further, TWC often aided and abetted Weinstein in the commission of
24 his sexual misconduct. For example, TWC provided that Weinstein's secretary or assistant
25 could and did seek to arrange the "meetings" at Plaintiff's apartment

26 59. Plaintiff is informed and believes, and upon such information and belief finds that
27 prior allegations of sexual misconduct involving Weinstein, in which TWC was aware of, were
28

1 subject to nondisclosure agreements and/or confidential settlements. Therefore, the only
2 knowledge of the full scope of the lewd, criminal acts by Weinstein was held by TWC,
3 Weinstein and the victims of the criminal sexual acts. They were legally bound by the
4 agreement that disallowed any discussion about these reprehensible acts.

5 10) Further Contemporaneous Corroboration

6 60. At the time of these events, Plaintiff De La Huerta was also the writer, director,
7 producer and lead actress of her still unreleased film “*Valley of Tears*” which is a retelling of
8 Hans Christian Anderson’s “*Red Shoes*” which she had previously begun filming. At this time in
9 early 2011, De La Huerta added a scene to *Valley of Tears* in which she is raped, and directed
10 the filming of said scene in April of 2011, in order to show this from a woman’s perspective and
11 to attempt to use her cinematic art to work through the emotional trauma of Weinstein’s
12 assaults.

13
14 11) Interview in 2014 Disclosing Rapes and Four Seasons Events Wherein Plaintiff Was Too
15 Fearful to File a Complaint

16 61. Plaintiff, who benefits at all times from an eidetic memory, provided a detailed
17 disclosure of the assaults by Weinstein, the fact that he threatened career harm if she did not
18 submit and all details pled herein, including the role of the Four Season’s concierge in directing
19 her to Weinstein’s room at the Four Seasons. At the time of the interview, she states that she is
20 afraid of harm that will come to her if Harvey Weinstein is named as the assailant. She
21 additionally states that although she has heard rumors, she does not know of any other woman
22 that has been assaulted by Weinstein.

23 62. This tape additionally shows that these events were not invented after the New
24 York Times October 2017 article by Jodi Kantor, but were related exactly by the Plaintiff within
25 the period of the Statute of Limitations for such sexual assaults under New York law, which
26 may be applicable to this California action. They further show that Plaintiff continued to be in
27 fear because of threats made directly to her by Harvey Weinstein at the time of the events
28 complained of herein. She

1 63. De La Huerta was specifically threatened and expressed these fears against acting
2 to report and sue for her harms during the period of statute of limitations when she related these
3 events in her 2014 interview, meeting the requirements for equitable estoppel as set forth by the
4 California Supreme Court in *John R. v Oakland Unified School District*, 48 Cal.3d 438 (1989):

5 In deciding whether a public entity should be estopped from relying on a claims statute, we
6 have identified four elements that must be shown for estoppel to arise: “(1) the party to be
7 estopped must be apprised of the facts; (2) he must intend that his conduct shall be acted
8 upon, or must so act that the party asserting the estoppel had a right to believe it was so
intended; (3) the other party must be ignorant of the true state of facts; and (4) he must rely
upon the conduct to his injury.”

9 *John R.* at *455. Here, Weinstein was well aware of what had taken place, he intended to prevent
10 public release of the information or a lawsuit, De La Huerta reasonably believed the threats of
11 career harm were real and did not know there were large numbers of other victims who might
12 come forward to denounce Weinstein in the future, and De La Huerta did rely on the warning as
13 guidance and thereby suffered injury to her cause of action.

14 12). Culpability of Weinstein Director Robert Weinstein

15 64. The Weinstein Company has benefitted from the involvement of Harvey
16 Weinstein and its Directors have knowingly acquiesced to a series of confidential settlements of
17 sexual assault allegations on his behalf so that Harvey Weinstein serial acts of sexual predation
18 are well known to them. The allegations in *Sandeep Rehal v. Harvey Weinstein, et al, Southern*
19 *District of New York* 1:18-cv-00674 and subsequent New York State Supreme Court actions by
20 Rehal an employee of The Weinstein Company, provide details of her duties in helping to
21 arrange sexual encounters with Weinstein, stocking and providing Caverject injections to enable
22 Weinstein to have necessary erections to perform his assaults, and cleaning up semen and
23 condoms as part of her duties in addition to constant verbal harassment and unwanted vulgar
24 touching as she performed her regular work duties. Because this activity involved numerous
25 employees and continued over years, a director will be charged with some oversight and
26 knowledge, particularly because the offensive behavior arises from the CEO – Harvey
27 Weinstein – wherein it is specifically the duty of the Directors to be aware of and constrain the
28 wrongful behavior of a CEO that places a corporation at risk. Dereliction of duty by a Director

1 such as Robert Weinstein, enables an executive to destroy hundreds of millions of dollars of
2 investors' funds and to leave behind a bankrupt entity that extracted hundreds of millions of
3 profits from the work of various performers and directors and producers but then collapsed
4 leaving these individuals unpaid with little recourse among 10,000 creditors of the corpse of The
5 Weinstein Company with over a hundred assaults victims engaged in legal actions against the
6 estate of said bankrupt company.

7 65. In addition, as allegations in *The People of the State of New York v. The Weinstein*
8 *Company LLC* (see a copy attached in *Noble v. Weinstein* 1:17-cv-09260 as document 48-1 (Exh
9 A) provide detail of threats by Weinstein including threats to murder employees and their
10 families (see 1:17-cv-09260-RWS, Dkt# 48-1, page 11 and 12), quid pro quo harassment,
11 recurrent sexual assaults and other behavior that has led the Attorney General of the State of
12 New York to charge the Directors of the Weinstein Company with "Failure of Corporate
13 Oversight" (see 1:17-cv-09260-RWS, Dkt# 48-1, page 28.)

14 66. Unlike other directors Robert Weinstein, the brother of Harvey Weinstein is
15 substantially known to be well aware of his brother's predatory activity. He co-founded
16 Miramax with Harvey in 1979 and participated in the sale of Miramax to Disney in 1993. Public
17 statements by Kathy Declisis – Robert Weinstein's assistant at Miramax, provide strong support
18 to the expectation that Robert Weinstein's knowledge of Harvey's sexual misdeeds will be
19 confirmed by admissible evidence upon deposition and testimony at trial. Robert Weinstein
20 personally paid £250,000 to settle claims asserting that Harvey Weinstein had sexually assaulted
21 a female employee. Robert Weinstein retained a strong financial motive to protect the secrecy of
22 Harvey Weinstein's sexual misbehavior in order to personally benefit from the financial success
23 of Miramax and later The Weinstein Company. The motivation of Robert Weinstein is
24 confirmed by the spectacular collapse destroying \$500 million of shareholder value,
25 bankrupting the company and subject the directors to multiple litigations once his brothers'
26 activities became well known.

27 67. The Board of Directors, including Robert Weinstein could not help but understand
28 why Harvey Weinstein wanted them to sign a lease in a residential building a few blocks

1 from the SOHO headquarters when there were numerous hotels surrounding the headquarters.
2 This is particularly so because the company had to provision and maintain the apartment when
3 young actresses were directed to stay at the residence. Employees of Miramax and on
4 information and belief The Weinstein Co were deployed as well as other subcontractors to clean
5 maintain and provision the apartment, over years, on an intermittent basis, when individual
6 actresses were scheduled to be directed to the accommodation. The money for the lease at 311
7 Greenwich was paid to the family of Paz De La Huerta for a space next to the bedroom of the
8 young actress. Knowing the proclivities of his brother, and serving as a Director of the
9 Company and as the employer of Paz De La Huerta during Cider House Rules, Robert
10 Weinstein owed a duty of care to De La Huerta's family to warn them of Harvey's proclivities.
11 Through this arrangement, paralleling ancient despised traditions in other cultures, Harvey's
12 business paid money to De La Huerta's family, tracked her as she grew, offered her work and he
13 then later raped her when she came of age.

14 68. Plaintiff asserts an extension of the Statute of Limitations for this continuing
15 wrong under the Child Victims Act NY CPLR 208(b).
16

17 13) Multiple United States District Court Judges Have Recently Ruled that the Trafficking
18 Victims Protection Act is Applicable to Weinstein's Actions

19 69. In all of the above, Defendants Harvey Weinstein, Robert Weinstein – at least in
20 his capacity as a Director of The Weinstein Company, Four Seasons LTD and Burton Way are
21 all subject to causes of action under the Trafficking Victims Protection Act 18 USC § 1591 and
22 §1595 in the sense found by Hon. Robert W. Sweet, in *Kadian Noble v. Harvey Weinstein, et*
23 *al.*, 335 F.Supp.3d 504 (2018), New York Southern District, 1:17-cv-09260-RWS, Docket #84
24 Order Denying Motion to Dismiss (See Exhibit B), also see – Hon. Stephen V. Wilson in *Huett*
25 *v. The Weinstein Company LLC*, California Central District, 2:18-cv-06012-SVW-MRW,
26 Docket # 39, Order Denying Defendant's Motion to Dismiss, November 5, 2018 (see Exhibit
27 C); and Hon. Paul A. Engelmayer in *Canosa v. Ziff et al*, New York Southern District, 1:18-cv-
28

1 04115-PAE, Docket # 152, Order Denying Motion to Dismiss, January 28, 2019 (see Exhibit
2 D).

3 70. Recently, Harvey Weinstein has argued that the Sex Trafficking Act is not
4 applicable to his actions in substantial part because he did not give anything of financial value to
5 any of the women accusing him of sexual improprieties, so that a direct commercial transfer to
6 support a charge of trafficking cannot be established (see Defendant Harvey Weinstein's Reply I
7 support of his Motion to Dismiss in SD-Cal 1:18-cv-05414-RA *Wedil David v. The Weinstein*
8 *Company*, et al, August 19, 2019 (Exh. E). In this matter, however, Miramax paid tens of
9 thousands of dollars to the family of Ms. De La Huerta, establishing a sense of gratitude and
10 obligation as the young actress was drawn into Harvey Weinstein's business as well as his
11 predations.

12
13 14) Respondeat Superior Establishes Liability for Disney and Miramax for the Assaults and for
14 the Subsequent Alleged Actions of Harvey Weinstein to Cause De La Huerta's Employers at HBO
15 and Lionsgate to Terminate Her Employment

16 71. In California, Respondeat Superior exists even in an intentional criminal tort, if the
17 tort arises from events related to the employment. Here, both Harvey Weinstein's awareness of
18 young Paz De La Huerta from his presence at the Miramax rental at 311 Greenwich and the
19 furtherance of his obsession with her that commenced during filming of *Cider House Rules*
20 bring the rape into a respondeat superior issue under *Lisa M v. Henry Mayo Newhall* 12 Cal.4th
21 291 (1995) citing to *Carr v. Wm. Crowell Co.* 28 Cal.2d 652, 654 (1946).

22 72. It is clear that the risk of sexual assault by Harvey Weinstein is inherent in the
23 working environment fostered at Miramax meeting the condition of *Carr*. De La Huerta and her
24 family were aware of and anxious about these risks at the time of the undertaking to allow Paz
25 De La Huerta to participate in the making of the *Cider House Rules* film. Thus, unlike the
26 individual case in *Lisa M*, sexual assault was an expectable aspect of employment of actress by
27 Harvey Weinstein. The motivating emotions of Harvey Weinstein were fairly attributable to the
28 work conditions of his controlling the work and hiring of young female actresses while imbuing

1 all aspects of the work with a sense of likelihood or expectability of intimate sexual contact.
2 Thus, although Weinstein was no longer CEO of Miramax, the wrong arose from the bringing
3 together of these two individuals in the course of business of Miramax. For this reason, The
4 Walt Disney Company and Miramax have respondeat superior liability for the assaults and for
5 the loss of income through her termination of high value multi-year projects with HBO and
6 Lionsgate.

7 73. Additionally, both Harvey Weinstein and Paz De La Huerta were W-2 employees
8 of both Disney and Miramax at the time of the assault in 2010. This is because both continued to
9 receive residuals on W-2's from both Miramax and Disney (see attached statement, Exh F).

10 74. This action will fall under 18 USC §1591, and money paid by Miramax in the
11 lease will be relevant. The action is therefore timely filed and both Miramax and Disney are
12 liable along with the other named defendants. Worker's Compensation will not apply because of
13 the intentionality and inherent ratification.

14 **IV. FIRST CAUSE OF ACTION - ASSAULT**

15 **(As against HARVEY WEINSTEIN, MIRAMAX And THE WALDISNEY COMPANY)**

16 75. Plaintiff realleges and incorporates by reference as though fully set forth herein,
17 each and every allegation set forth above in this Complaint.

18 76. Defendant Harvey Weinstein intended to cause a harmful and offensive act with
19 Plaintiff when, just inside the door of a hotel room in Los Angeles, California he indecently
20 exposed his penis to Plaintiff on or around January 16, 2011 thereby performing an act that
21 would offend a reasonable sense of personal dignity.

22 77. Plaintiff reasonably believed that she was about to be touched by Defendant in a
23 harmful and offensive manner given the previous occurrences of Defendant forcing himself on
24 Plaintiff thereby performing an unconsented act of sexual intercourse at two separate prior
25 incidents.

26 78. Plaintiff did not consent to the indecent exposure of Defendant's penis.
27
28

1 79. Defendant's conduct of indecent exposure was a substantial factor in causing
2 Plaintiff's severe harm.

3
4 **V. SECOND CAUSE OF ACTION – SEXUAL BATTERY**

5 **(as against MIRAMAX And THE WALDISNEY COMPANY)**

6 80. Plaintiff realleges and incorporates by reference as though fully set forth herein,
7 each and every allegation set forth above in this Complaint. As a first separate and distinct claim
8 for relief, Plaintiff complains against Defendant as follows:

9 81. California Civil Code §1708.5 provides as follows:

10 (a) A person commits a sexual battery who does any of the following:

11 (1) Acts with the intent to cause a harmful or offensive contact with an
12 intimate part of another and a sexually offensive contact with that person
13 directly or indirectly results.

14 (2) Acts to cause a harmful or offensive contact with another by use of his or
15 her intimate part, and a sexually offensive contact with that person directly
16 or indirectly results.

17 (3) Acts to cause an imminent apprehension of the conduct described in
18 paragraph (1) or (2), and a sexually offensive contact with that person
19 directly or indirectly results.

20 (b) A person who commits a sexual battery upon another is liable to that person
21 for damages, including, but not limited to, general damages, special damages,
22 and punitive damages.

23 (c) The court in an action pursuant to this section may award equitable relief,
24 including, but not limited to, an injunction, costs, and any other relief the court
25 deems proper.

26 (d) For the purposes of this section "intimate part" means the sexual organ, anus,
27 groin, or buttocks of any person, or the breast of a female.

1 (e) The rights and remedies provided in this section are in addition to any other
2 rights and remedies provided by law.

3 (f) For purposes of this section “offensive contact” means contact that offends a
4 reasonable sense of personal dignity.

5 82. Plaintiff alleges that Defendant committed the act of civil sexual battery in
6 violation of California Civil Code §1708.5, when, on or around December 7, 2010 and on or
7 around December 23rd, 2010, Defendant Weinstein willfully, maliciously, intentionally and
8 without the consent of Plaintiff subjected her to forceful, harmful and offensive touching of
9 Plaintiff’s body, including viciously raping Plaintiff by way of vaginal penetration, against her
10 will, without her consent, and in spite of her express objection.

11 83. As a direct and proximate result of Defendant’s unlawful conduct, Plaintiff has
12 suffered physical injury, severe emotional distress, humiliation, embarrassment, mental and
13 emotional distress and anxiety, all in an amount according to proof at trial.

14 84. As a direct and proximate result of Defendants unlawful conduct, Plaintiff has
15 suffered economic harm and other consequential damages all in an amount according to proof at
16 trial.

17 85. The acts of Defendant, as alleged herein were willful, wanton, and malicious and
18 were intended to oppress and cause injury to Plaintiff. In light of the willful, wanton, malicious
19 and intentional conduct engaged in by Defendant, Plaintiff is entitled to an award of punitive
20 damages.

21 86. Plaintiff alleges comparable acts under New York CPLR §213-c. Plaintiff further
22 alleges that under New York CPLR §215(8) that the statute of limitations will additionally be
23 governed by the completion of New York Supreme Court case #02335-2018. The making of a
24 criminal complaint by Paz De La Huerta was a key initial event in the commencement of this
25 case. Additional indictments have been proposed in this matter within the last four weeks.

1 **VI. THIRD CAUSE OF ACTION – INTENTIONAL INFLICTION OF EMOTIONAL**
2 **DISTRESS**

3 **(Intentional Infliction of Emotional Distress as against ALL Defendants)**

4 87. Plaintiff realleges and incorporates by reference as though fully set forth herein,
5 each and every allegation set forth above in this Complaint.

6 88. This is an action for damages pursuant to the common law of the State of
7 California as mandated by the California Supreme Court in the decision of Rojo v. Kliger 52
8 Cal. 3d 65 (1990).

9 89. Defendant engaged in the extreme and outrageous conduct herein above alleged
10 with wanton and reckless disregard of the probability of causing Plaintiff to suffer severe
11 emotional distress.

12 90. As a proximate result of the extreme and outrageous conduct engaged in by
13 defendant, Plaintiff suffered severe emotional distress, humiliation, mental anguish and extreme
14 emotional and physical distress all to her general damage in an amount according to proof at
15 trial.

16 91. As a proximate result of the wrongful actions of the Defendant, Plaintiff has
17 suffered harm, including but not limited to, lost earnings and other employment benefits, loss of
18 future employment benefits, humiliation, and emotional distress all in an amount to be proved at
19 trial but exceeding the minimum jurisdiction limits of this court.

20 92. The conduct of the Defendant in assault and sexual battery that gave Defendant the
21 real or apparent power to affect the Plaintiff who was particularly vulnerable to emotional
22 distress and that his conduct would likely result in harm due to mental distress.

23 93. The Defendant intended to cause the Plaintiff emotional distress.

24 94. The Defendant acted with reckless disregard of the probability that the Plaintiff
25 would suffer emotional distress, knowing that the Plaintiff was present when the conduct
26 occurred, and it was intended towards Plaintiff.

27 95. The Plaintiff subsequently suffered severe emotional distress that was substantial,
28 and that no reasonable person in a civilized society should be expected to bear, including but not

1 limited to suffering, anguish, fright, horror, nervousness, grief, anxiety, worry, shock,
2 humiliation, and shame.

3 96. The conduct of Defendant was a substantial factor in causing the Plaintiff's severe
4 emotional distress.

5 **VII. FOURTH CAUSE OF ACTION – NEGLIGENT SUPERVISION**

6 **(As Against ROBERT WEINSTEIN, MICHAEL EISNER, ROBERT IGER, MIRAMAX**
7 **And THE WALT DISNEY COMPANY)**

8 97. Plaintiff realleges and incorporates by reference as though fully set forth herein,
9 each and every allegation set forth above in this Complaint.

10 98. At all times material, TWC employed Harvey Weinstein and Harvey Weinstein
11 was an executive and/or director of TWC.

12 99. Harvey Weinstein, Robert Weinstein as a Director Defendant, as well as Michael
13 Eisner and Robert Iger as Officers, were in an employee-employer relationship. The Board of
14 Directors does not have a role of day to day supervision of employees generally, however it is
15 specifically the duty of the Board of Directors to supervise senior officers, with no duty more
16 critical than the duty to supervise the CEO.

17 100. At the time of the time of the acts alleged herein there was an actual or assumed
18 agency relationship between Harvey Weinstein and the Director Defendants.

19 101. Harvey Weinstein's conduct as alleged herein was committed in the scope and
20 furtherance of his employment for the Director Defendants.

21 102. All acts or omissions alleged herein were ratified by the Director Defendants. The
22 Director Defendants had actual or constructive knowledge of specific prior acts or allegations
23 that made Harvey Weinstein's wrongful conduct complained of herein foreseeable.

24 103. No meaningful disciplinary action was taken and Harvey Weinstein was allowed
25 to continue to use TWC resources and his position at TWC to facilitate his sexual misconduct.

26 104. During all relevant times, Harvey Weinstein used physical force, intimidation,
27 coercion and fraud to perform the sexual acts alleged herein.
28

1 105. During all relevant times, the Director Defendants knew or should have known
2 Harvey Weinstein used physical force, intimidation, coercion and fraud to perform the sexual
3 acts alleged herein which would cause a reasonably prudent person to investigate his capacity as
4 an employee and to terminate said employee's employment.

5 106. The Director Defendants were aware of the pervasive perception in the
6 entertainment industry that Harvey Weinstein used force and intimidation and coercion to
7 asexually assault women.

8 107. For example, the comment of Courtney Love cited above at paragraph 21 –
9 indicating that Harvey Weinstein was known to utilize the Four Seasons Hotel Los Angeles as a
10 location for serial assaults and acts of humiliation toward female professionals in the film
11 industry.

12 108. Based on his long history of misconduct, Director Defendants knew or should have
13 known that Harvey Weinstein was unfit or incompetent to work with Plaintiff.

14 109. The Director Defendants failed to use reasonable care to discipline or remove
15 Harvey Weinstein.

16 110. The Director Defendants conduct and omissions were a direct and proximate cause
17 of Plaintiff's injuries.

18 111. The Director Defendants could reasonably have anticipated that Harvey
19 Weinstein's conduct complained on herein would be likely to result in injury to others.

20 112. The Director Defendants should have known of Harvey Weinstein's conduct
21 which caused the injuries, assaults, and other misconduct of Harvey Weinstein complained of
22 herein, prior to same occurring.

23 113. The injuries, assaults, and other misconduct of Harvey Weinstein complained of
24 herein, were committed with the chattels of the Director Defendants.

25 114. The Director Defendants knew or should have known TWC failed to implement an
26 adequate hiring, retention and/or discipline policies.

27 115. The Director Defendants knew or should have known TWC negligently trained
28 and/ or supervised Harvey Weinstein in his management position.

1 116. TWC breached its duty to provide effective sexual harassment and anti-retaliation
2 policies and procedures.

3 117. At the time of the illegal conduct that caused plaintiff to suffer permanent injuries,
4 Harvey Weinstein was acting in the course of his business and/ or job duties for TWC.

5 118. Harvey Weinstein's misconduct as alleged herein was previously known to
6 Director Defendants, which facilitated his unlawful, abusive and predatory sexual misconduct
7 by, among other things using TWC employees to lure victims to private meetings while taking
8 steps to hide his misconduct and silence victims.

9 119. As a result, Plaintiff has suffered lost earnings, loss of future employment benefits,
10 humiliation, emotional pain and suffering, physical pain, emotional distress, pain and suffering
11 and loss of enjoyment of life, and claims compensatory and punitive damages herein.

12 120. Plaintiff alleges that Defendant TWC is responsible for the acts of Weinstein
13 because TWC hired and supervised Weinstein and Weinstein was acting as the agent of TWC
14 when he committed the acts and conduct alleged herein.

15 121. Upon information and belief, TWC knew or should have known that Harvey
16 Weinstein was unfit and that his unfitness created a particular risk to others. TWC's Board of
17 Directors including Robert Weinstein possessed knowledge of Weinstein's propensity to engage
18 in sexual misconduct during the course of his employment under the supervision of TWC. The
19 Board of Directors of TWC including Robert Weinstein, at all relevant times, maintained a
20 supervisory position over Weinstein.

21 122. Upon such information and belief Plaintiff alleges that Weinstein's unfitness
22 harmed the Plaintiff by resulting in unconsented to sexual advances, indecent exposure, and
23 rape.

24 123. TWC's negligence in supervision and retention of Weinstein as an employee of the
25 company was a substantial factor in causing Plaintiff's harm. By failing to terminate Weinstein
26 upon the first time of learning of Weinstein's criminal acts, TWC was the substantial factor
27 allowing Weinstein's acts to continue without repercussions.

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VIII. FIFTH CAUSE OF ACTION – PREMISES LIABILITY NEGLIGENCE

(as Against Defendants The Four Seasons, and Burton Way)

124. Plaintiff realleges and incorporates by reference as though fully set forth herein, each and every allegation set forth above in this Complaint.

125. Plaintiff is informed and believes and so therefore does allege, that BURTON WAY and FOUR SEASONS LTD owned, managed, leased or controlled the FOUR SEASONS BEVERLY HILLS and rented out rooms to THE WEINSTEIN COMPANY at lease one of which was occupied from time to time by HARVEY WEINSTEIN.

126. Plaintiff is informed and believes and so therefore does allege that DEFENDANTS BURTON WAY, FOUR SEASONS LTD and THE WEINSTEIN COMPANY were negligent in the use of the FOUR SEASONS LOS ANGELES AT BEVERLY HILLS in that they had a duty to use reasonable care to protect their patrons and guests from another person’s criminal conduct on its property to which they could reasonably anticipate the conduct. They are required to take steps to protect persons such as PAZ DE LA HUERTA by warning of conditions they knew to exist, that pose a danger of harm to patrons and guests and invitees.

127. Defendants BURTON WAYS, FOUR SEASONS LTD, THE WEINSTEIN COMPANY demonstrated severe malice through their disregard for the harm and humiliation of multiple women over multiple years. Choosing profits over their responsibilities as innkeepers and business persons, even participating and knowingly aiding HARVEY WEINSTEIN in his actions. They equally demonstrated severe oppression in their reckless disregard for the harms and humiliations being inflicted on their guests, visitor and invitees. For these reasons, these Defendants, and each of them should be subject to an award of punitive damages.

128. Plaintiff is informed and believes and so therefore does allege that Paz De La Huerta was harmed at the FOUR SEASONS LOS ANGELES AT BEVERLY HILLS and that negligence on the part of BURTON WAYS, FOUR SEASONS LTD, THE WEINSTEIN COMPANY and each of them was a substantial factor in causing DE LA HUERTA’s harm.

1 These entities were aware that Harvey Weinstein habitually used the FOUR SEASONS LOS
2 ANGELES AT BEVERLY HILLS to engage in the sexual assault and sexual humiliation of
3 women. The FOUR SEASONS LOS ANGELES AT BEVERLY HILLS anticipated the conduct
4 of HARVEY WEINSTEIN by his use of the concierge staff to invite and direct women to
5 HARVEY WEINSTEIN's rented room at the hotel where they could reasonably anticipate that
6 he was to engage in rape, molestation, sexual assault and sexual humiliation of various women
7 on a habitual basis. The FOUR SEASONS LOS ANGELES AT BEVERLY HILLS knew that
8 others, such as Courtney Love had taken on a personal risk of being sued for attempting to warn
9 women who were potential guests at the FOUR SEASONS LOS ANGELES AT BEVERLY
10 HILLS, yet these owners, managers, and lessors made no adequate and reasonable efforts
11 themselves to investigate, to warn, and to prevent the commission of additional, such rapes,
12 assaults and humiliation.

13
14
15 **SIXTH CAUSE OF ACTION COUNT I - VIOLATION OF 18 U.S.C. §1591**

16 ***(Against HARVEY WEINSTEIN, MIRAMAX and THE WALT DISNEY COMPANY)***

17 129. Plaintiff repeats and realleges the allegations in paragraphs 1 through 79 above.

18 130. Harvey Weinstein, as he had done on many occasions, engaged in interstate travel
19 for TWC business, and engaged in electronic communications in interstate commerce to arrange
20 a meeting with Plaintiff, where he promised her participation and a role in an entertainment
21 project.

22 131. Harvey Weinstein met with Plaintiff in Los Angeles, had her directed up to his
23 hotel room by a Four Seasons Hotel Concierge, under a false and fraudulent pretense of provide
24 her participation and a role in an entertainment project which he had previously offered to her in
25 relation to a sexual assault in New York.

26 132. Harvey Weinstein knew that he would use fraud, physical force or coercion (as he
27 had done many times before to many other young actresses) on Plaintiff for a sexual encounter.
28

1 He offered her an entertainment project role, and demanded sexual contact despite the fact that
2 Plaintiff said "no".

3 133. Harvey Weinstein was well aware that a role in one of TWC's projects, or the
4 exercise of his influence on her behalf in the entertainment business, was of significant
5 commercial value to Plaintiff, and Harvey Weinstein used such promise regarding a television
6 project and the prospective use of his influence on her behalf, to recruit and entice Plaintiff to
7 his hotel room where he intended to coerce sex acts.

8 134. Harvey Weinstein's offer of a role in an entertainment project, together with
9 threats of harm to her existing career if she did not comply or if he revealed the prior acts of
10 sexual domination, and the offer to use his influence on her behalf, was used to gain access to
11 her apartment in New York and then to entice her to his Four Seasons hotel room in Los
12 Angeles. Harvey Weinstein then physically and violently coerced Plaintiff into sexual acts in
13 New York, having gained access to her apartment. He crudely propositioned her in Los Angeles
14 and made additional threats which Plaintiff then rejected, after luring her to his room on the
15 pretense of making good on the offer of entertainment industry acting work in compensation for
16 his sexual predation in New York. This was a typical practice of Harvey Weinstein, as it was
17 common for him to lure young females into his room with the promise of an attractive role or
18 entertainment project, and then coerce them into a sexual encounter. Harvey Weinstein knew
19 that the promise of a role or the use of his influence on her behalf would entice Plaintiff, and
20 knew that he was in a position to coerce the sexual activity he desired and to intimidate her into
21 silence if she refused.

22 135. Harvey Weinstein was able to coerce Plaintiff into allowing him in to her
23 apartment for a pretense of a business discussion, but upon gaining entry on that pretense then
24 engaged in a violent sexual assault. He then made an offer of an acting role, which he then used
25 – in balance with threats to destroy her existing career - to gain access to her apartment a
26 second time. He then used these without success in Los Angeles whereupon Plaintiff rebuffed
27 him and denounced him. Weinstein then carried out his threats, while Plaintiff remained in fear
28 of further harm if she reported these events.

1 136. Harvey Weinstein in this case used the ploy of an acting role as a fraudulent means
2 of obtaining sexual gratification from Plaintiff.

3
4 **SIXTH CAUSE OF ACTION COUNT II - PARTICIPATING IN A VENTURE IN**
5 **VIOLATION OF 18 U.S.C. §1591**

6 *(Against FOUR SEASONS LTD, and BURTON WAY)*

7 137. Plaintiff repeats and realleges the allegations in paragraphs 1 through 87 above.

8 138. Four Seasons LTD and Burton Way knowingly participated in Harvey Weinstein's
9 venture in violation of 18 U.S.C. §1591 by benefiting from, and knowingly facilitating, the
10 venture in which Harvey Weinstein traveled in interstate commerce, and used the means of
11 interstate commerce, to recruit or entice female actors into forced or coerced sexual encounters
12 on the promise of attractive role in entertainment projects.

13 139. Four Seasons LTD and Burton Way knew, or were in reckless disregard of the
14 facts, that it was the practice of Harvey Weinstein to travel in interstate commerce or use the
15 means of interstate commerce to entice or recruit female actors into defrauded, forced or
16 coerced sexual acts based on the promise of participation in upcoming entertainment projects or
17 the use of his influence in their favor.

18 140. Four Seasons LTD and Burton Way had been privy to public warnings relating to
19 their own hotel property where he stayed annually and engaged in sexual trafficking and
20 predations. Such acts were well known to Four Seasons LTD and Burton Way, prior to January,
21 2011.

22 141. Despite such knowledge, Four Seasons LTD and Burton Way continued to
23 facilitate and benefit from these activities of Harvey Weinstein which he engaged in during the
24 course of his annual presence at Four Seasons Hotel Los Angeles at Beverly Hills (“FSH-
25 LABH”) for the Awards Season, holding court as if an in the same fashion as if said Four
26 Seasons were an additional business place of The Weinstein Company, but fitted with bedrooms
27 and jacuzzis. Further, Four Seasons LTD and Burton Way executives and employees knowingly
28 aided the commercial sex acts by engaging in contacts and communications with the female

1 actors recruited by Harvey Weinstein such as by passing along invitations to his room in the act
2 by the Concierge in this matter despite common knowledge of the risks to Four Seasons Hotel's
3 guests.

4 142. Upon information and belief, the code word among Four Seasons LTD and Burton
5 Way employees "FOH" meant "Friend of Harvey", and referred to a young woman who had
6 participated in sex in exchange for a role or position in an upcoming project. Four Seasons LTD
7 and Burton Way employees knew to "take care" of the FOH's.

8 143. Four Seasons LTD and Burton Way, and their executives and employees,
9 benefitted from the venture. Upon information and belief, in exchange for facilitating and
10 covering up Harvey Weinstein's commercial sex acts, the Four Seasons LTD and Burton Way
11 executives and employees progressed in their careers at Four Seasons LTD and Burton Way and
12 received financial benefits while generating large profits and intensive world-wide media
13 attention for the hotel during each Awards Season. The value of this marketing and its effect
14 upon the whole entertainment industry in Los Angeles and internationally was of enormous
15 financial value to Four Seasons LTD and Burton Way. Upon information and belief,
16 participating and covering up Harvey Weinstein's scheme was a means of obtaining success and
17 growth within Four Seasons LTD and Burton Way. In other words, those who participated in the
18 scheme received better assignments and compensation.

19 144. Four Seasons LTD and Burton Way knowingly benefitted financially from the
20 commercial sex act venture of Harvey Weinstein, including the profits from the hotel room and
21 event and catering sales and very large profits resulting from the intensive world-wide publicity
22 for the hotel across virtually every newspaper, television news show and entertainment news-
23 oriented website in the world as well as conventional media such as the New York Times. By
24 facilitating Harvey Weinstein's commercial sex acts in interstate commerce, Four Seasons LTD
25 and Burton Way enjoyed the promotion and promulgation of incalculable value.

1 **IX. DAMAGES**

2
3 145. On information and belief, the financial harm of being terminated off of
4 Boardwalk Empire constituted a loss of income and loss of future work valued at \$5 million.
5 The termination occurred while De La Huerta was receiving wide spread acclaim for her role in
6 that series. Whether the termination was a result of a retaliatory act by WEINSTEIN or whether
7 the termination was due to psychological damage and deterioration suffered and publicly
8 demonstrated by De La Huerta commencing in January of 2011 in consequence of the
9 interaction with Weinstein, these constitute a basis for determining the value of damages from
10 suffered by De La Huerta through the actions of these DEFENDANTS.

11 146. In addition, although De La Huerta was injured on the set of “Nurse” – a Lionsgate
12 production – in 2011, California courts found that the subsequent substantial collapse of her film
13 career was not due to the Lionsgate injury. Therefore, De La Huerta will look to WEINSTEIN
14 for the substantial cause of these career harms which she has valued at \$55 million in her action
15 against Lionsgate.

16
17 **X. CONCLUSION**

18 147. For the reasons set forth above, Plaintiff seeks a finding of liability against
19 HARVEY WEINSTEIN, ROBERT WEINSTEIN, MIRAMAX, THE WALT DISNEY
20 COMPANY, MICHAEL D. EISNER, ROBERT A. IGER, BURTON WAY and FOUR
21 SEASONS HOTELS and seeks damages in amount subject to proof at trial.

22
23 **XI. PRAYER FOR RELIEF**

24 148. General damages in an amount to be shown according to proof at the time of trial.

25 149. Special damage including medical and psychological care expenses in an amount
26 to be shown according to proof at the time of trial.

27 150. Punitive and exemplary damages in an amount appropriate to punish or set an
28 example of Defendant.

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151. Cost of Suit.

152. Such other and further relief as this court deems just and proper.

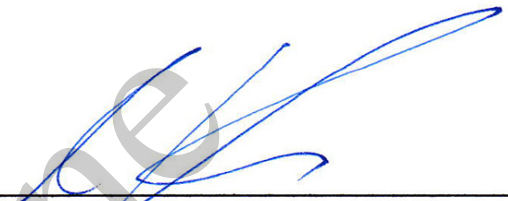
DEMAND FOR JURY TRIAL

Plaintiff hereby demands a jury trial in this action.

Date: August 27, 2019

AARON G. FILLER, MD, PhD, FRCS JD

By:



Aaron Filler, Esq.

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PROOF OF SERVICE

STATE OF CALIFORNIA, COUNTY OF LOS ANGELES

I am employed in the County of Los Angeles, State of California. I am over the age of 18 and not a party to the within action; my business address is 2716 Ocean Park Blvd, #3082, Santa Monica, CA 90405.

On August 27, 2019 I served the foregoing document(s) described as
**PAZ DE LA HUERTA’S COMPLAINT FOR ASSAULT AND NEGLIGENCE vs
WEINSTEIN ET AL**

on interested parties in this action by placing a true and correct copy thereof enclosed in a sealed envelope addressed as follows:

SEE ATTACHED SERVICE LIST

- (BY MAIL)** I deposited such envelope(s) in the mail at Los Angeles, California. The envelope was mailed with postage thereon fully prepaid. I am “readily familiar” with the firm’s practice of collection and processing correspondence for mailing. Under that practice it would be deposited with U.S. postal service on that same day with postage thereon fully prepaid at Los Angeles, California in the ordinary course of business. I am aware that on motion of the party served, service is presumed invalid if postal cancellation date or postage meter date is more than one day after date of deposit for mailing in affidavit.
- (BY OVERNIGHT DELIVERY)** I placed said documents in envelope(s) for collection following ordinary business practices, at the business offices of TENSOR LAW, P.C., and addressed as shown on the attached service list, for collection and delivery to a courier authorized by FEDERAL EXPRESS to receive said documents, with delivery fees provided for. I am readily familiar with the practices of TENSOR LAW P.C., for collection and processing of documents for overnight delivery, and said envelope(s) will be deposited for receipt by FEDERAL EXPRESS on said date in the ordinary course of business as to parties not ECF-registered.
- (BY THE COURT'S ECF SYSTEM)** I caused each such document(s) to be transmitted electronically by posting such document electronically to the eFile website of the Los Angeles Superior Court - registered parties in the action.
- (BY PERSONAL SERVICE)** I delivered such envelope(s) by hand to the offices of the addressee(s).
- (State) I declare under penalty of perjury under the laws of the State of California and the United States of America that the above is true and correct.
- (Federal) I declare that I am employed in the office of a member of the bar of this court at whose direction the service was made. I declare under penalty of perjury that the above is true and correct.

Executed on August 27, 2019 at Santa Monica, California

Jodean Petersen

Type or Print Name



Signature

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PAZ DE LA HUERTA v. HARVEY WEINSTEIN, ET AL

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF LOS ANGELES – CENTRAL DISTRICT**

SERVICE LIST

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/S/ Aaron G. Filler