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9 SUPERIOR COURT OF THE STATE OF CALIFORNIA  
10 COUNTY OF LOS ANGELES

11 JANE DOE 1, an individual,  
12 Plaintiff,

13 vs.

14 LOVY ELIAS, an individual;  
15 REVELATION CHURCH, a religious  
16 organization; and DOES 1 through 50,  
17 inclusive;  
18 Defendants

) Case No.: 25VEC06269

) COMPLAINT FOR DAMAGES AND  
19 INJUNCTIVE RELIEF

) ACTION BASED ON CIVIL CODE  
20 SECTION 1708.85

) JURY TRIAL DEMANDED

- ) 1. Sexual Battery  
) 2. Sexual Harassment  
) 3. Civil Code section 1708.85  
) 4. Intentional Infliction of Emotional  
21 Distress  
) 5. Negligence  
) 6. Breach of Fiduciary Duties

22 Plaintiff JANE DOE 1 (hereinafter "Plaintiff") hereby alleges:

23 **I. INTRODUCTION**

- 24 1. This action seeks to recover damages resulting from the calculated, systematic, and  
25 spiritually abusive conduct perpetrated by Defendant Lovy Elias, a self-proclaimed  
26 prophet and pastor of Revelation Church, who used his position of spiritual  
27 authority to manipulate, financially exploit, and sexually abuse Plaintiff and other  
28 vulnerable women.
2. Defendant Elias intentionally and fraudulently misrepresented his marital status  
and future intentions, coercing Plaintiff into a long-term sexual relationship,  
convincing her to move across the country, and funding their relationship by

1 misappropriating thousands of dollars from the Revelation Church ministry funds  
2 and its members.

- 3 3. The Revelation Church knew or had reason to know about Elias's actions and  
4 ratified them through its inaction.

5 **II. THE PARTIES**

- 6  
7 3. Plaintiff JANE DOE 1 is an individual proceeding under a fictitious name under  
8 California Civil Code section 1708.85, subd. (f)(1).  
9 4. Defendant Lovy Elias is an individual and the spiritual leader/pastor of Revelation  
10 Church. He represents himself as a prophet who "hears from God himself".  
11 5. Defendant Revelation Church is a religious organization with a presence in  
12 California.  
13 6. Plaintiff is informed and believes, and thereupon alleges, that Defendants DOES 1  
14 through 50, inclusive, were acting as agents, representatives, employees, or co-  
15 conspirators of Lovy Elias or Revelation Church or both, or of other DOE  
16 defendants, in the alleged actions described herein. At this time, Plaintiff is  
17 unaware of the full and true identities of Defendants DOES 1 through 50, inclusive,  
18 and as so sues them by a fictitious name. Plaintiff will amend her complaint to allege  
19 the true and correct names of DOE defendants when that information becomes  
20 known to her.  
21 7. Plaintiff further is informed and believes that several DOE defendants are merely  
22 alter egos of Defendant Lovy Elias, and will allege such facts when they become  
23 known.  
24 8. Plaintiff is informed and believes, and thereupon alleges that Revelation Church is  
25 an alter ego of Lovy Elias.

26 **III. JURISDICTION AND VENUE**

- 27 9. Jurisdiction is proper for Lovy Elias, a resident of California.  
28 10. Jurisdiction is proper for Revelation Church, which operates in California.

1 11. Venue is proper in Los Angeles County, Van Nuys East, because that is where a  
2 significant portion of the harm occurred.

#### 3 **IV. GENERAL ALLEGATIONS**

##### 4 **A. Commencement of the Relationship and Fraudulent Inducement**

5  
6 12. In 2022, Plaintiff was recommended and began watching Defendant Elias's services  
7 and started sharing his content on social media.

8 13. Around April 2022, Defendant Elias initiated contact with Plaintiff, addressing her  
9 as his "dear daughter". This terminology has a prominent meaning in Church  
10 lexicon. He later invited her to come to his church in California, offering to pay for  
11 her flights.

12 14. Defendant Elias flew Plaintiff and her best friend to California and provided  
13 lodging (hotel) and a rental car. During this trip, he sent Plaintiff money via PayPal  
14 or Apple Pay.

15 15. Defendant Elias began showing romantic interest in Plaintiff. Plaintiff, believing  
16 Elias to be a "man of God," engaged in showing interest as well, thinking he "might  
17 be the man of God that God has for me".

18 16. During this initial trip, Elias took Plaintiff on a tour of a new house being built and  
19 made comments such as, "This is where we're going to have our babies," or, "This is  
20 where I want us to live," fraudulently suggesting a future together.

21 17. The relationship escalated sexually around six months after the first trip to  
22 California. Plaintiff felt that the sexual relationship was wrong, but Elias,  
23 leveraging his authority as a prophet, told her, "God is with us. You don't have to  
24 worry. He's approving of all this stuff," constituting spiritual and mental  
25 manipulation.

##### 26 **B. Financial Exploitation and Relocation**

27  
28

1 18. Defendant Elias repeatedly assured Plaintiff he was single and not seeing anyone,  
2 even though Plaintiff asked him directly multiple times. He falsely claimed his last  
3 relationship ended because the ex-girlfriend's family would not accept him and his  
4 son.

5 19. Plaintiff was living and working in Indiana, when Elias encouraged her to move to  
6 California and look for a place to live.

7 20. Elias flew Plaintiff back out to California, where she met with Elias's cousin,  
8 Masango, to look at apartments.

9 21. Elias began sending Plaintiff monthly payments of approximately \$2,000 to \$3,000  
10 for her bills and living expenses. This continued for about two years.

11 22. Plaintiff moved to California in February 2023. Upon moving in, Elias met her at a  
12 Best Buy and gave her \$10,000 in cash.

13 23. Elias also took Plaintiff on trips to Miami, Africa, and Dubai.

14 24. Elias also bought Plaintiff multiple luxury items, including items from Gucci,  
15 Alexander McQueen, Dior, Bulgari, and Alexander McQueen.

16 25. On information and belief, Elias used Revelation Church funds to pay for these gifts  
17 and travel expenses.

### 18 **C. Continued Deception and Disclosure of Private Photos**

19 26. In the summer of 2023, Defendant Elias informed Plaintiff that he had to marry his  
20 ex-girlfriend, Maggy (now his wife and the mother of his newborn son), but claimed  
21 he had to do so "for ministry purposes only" and not because he wanted to be with  
22 her.

23 27. Following his marriage, Elias continued to sustain the sexual relationship with  
24 Plaintiff, apologizing and telling her, "God is with us. Don't worry. Soon  
25 everything's going to make sense," to keep her lingering and still sexually engaged.

26 28. In November 2024, on a trip to New York, Elias asked Plaintiff about her recent  
27 doctor's appointments regarding her health and fertility (which he required her to  
28

1 attend). After having sex, Elias stated to Plaintiff, "We just made them," referring  
2 to babies.

3 29. Plaintiff subsequently experienced symptoms of early pregnancy and had dreams  
4 related to pregnancy. When she saw blood, she believes she had a spiritual  
5 sacrifice/miscarriage. When she asked Elias what God said about the pregnancy, he  
6 laughed and said, "Oh, not yet, don't worry. We're going to have a lot of babies,"  
7 indicating he knew she was not pregnant or that the pregnancy had terminated.

8 30. Plaintiff discovered Elias's deception in November 2024, when she was approached  
9 by Anisha, another woman who was also in a secret, sexual relationship with Elias.

10 31. During this confrontation, Anisha revealed that Elias had shared Plaintiff's naked  
11 photos with her, claiming Plaintiff was merely "somebody who wants me" and  
12 randomly sent him the photos.

13 32. Elias had also previously sent Plaintiff photos of another woman in the church  
14 named Alexis.

15 33. Anisha also confirmed the spiritual abuse regarding fertility, stating that Elias had  
16 told her that "God was opening up my womb" on the same New York trip, despite  
17 having sex with Plaintiff and claiming they "just made them."

#### 18 **IV. CAUSES OF ACTION**

##### 19 **FIRST CAUSE OF ACTION: SEXUAL BATTERY**

##### 20 **(Against Defendant Lovy Elias.)**

21 34. Plaintiff incorporates by reference paragraphs 1 through 33, as if fully stated  
22 herein.

23 35. Defendant Elias knowingly made false representations of material facts, including  
24 that he was single, that he intended to marry Plaintiff, and that their sexual  
25 relationship was approved by God and necessary for their shared spiritual future.

26 36. Elias made these representations with the intent to deceive Plaintiff, to secure her  
27 participation in the sexual relationship, and to convince her to move to California  
28 under his influence and support.

1 37. Had these representations not been made, Plaintiff would not have engaged in  
2 sexual relations.

3 38. Had these representations not been made, Plaintiff's sexual advances would have  
4 been declined.

5 39. Plaintiff justifiably relied on these representations due to Elias's position as a man  
6 of God/prophet, which resulted in her allowing Elias to have sexual relations with  
7 her.

8 **SECOND CAUSE OF ACTION: SEXUAL HARRASMENT**

9 **(Against all Defendants.)**

10 40. Plaintiff incorporates by reference paragraphs 1 through 33, as if fully stated  
11 herein.

12 41. Plaintiff and Elias were in a pastor-spiritual daughter relationship, as intended by  
13 the Legislature in Civil Code section 51.9, subd. (a)(1)(I).

14 42. Elias made sexual advances, solicitations, requests, demands or engaged in other  
15 verbal, visual or physical conduct of a sexual nature that were unwelcome and  
16 pervasive or severe.

17 43. Elias committed the above actions through his misrepresentations and fraudulent  
18 inducements as detailed in paragraphs 1 through 26.

19 44. Plaintiff has or will suffered economic loss or disadvantage or personal injury, as  
20 well as emotional distress and the loss of her statutory or constitutional rights.

21 45. Defendant Revelation Church knew or had reason to know about Elias's actions and  
22 took no corrective measure or action, thus ratifying his actions. Elias is a pastor and  
23 representative or agent of Revelation Church.

24 **THIRD CAUSE OF ACTION: CIVIL CODE SECTION 1708.85**

25 **(Against Lovy Elias.)**

26 46. Plaintiff incorporates by reference paragraphs 1 through 33, as if fully stated  
27 herein.  
28

1 47. Plaintiff gave Elias photographs or videos that were meant to be private. These  
2 photographs or videos show Plaintiff's exposed intimate body parts or engaged in  
3 other sexual acts.

4 48. Elias shared those photographs or videos without Plaintiff's consent.

5 49. Elias knew or should have known that he did not have Plaintiff's consent to share  
6 those photographs or videos with other women and that Plaintiff had a reasonable  
7 expectation that private photographs or videos shared in confidence with Elias  
8 would, in fact, be kept private.

9 50. Plaintiff suffered general or special damages, in an amount to be proven at trial.

10 **FOURTH CAUSE OF ACTION: INTENTIONAL INFLICTION OF EMOTIONAL DISTRESS**  
11 **(IIED)**

12 **(Against Lovy Elias.)**

13 51. Plaintiff incorporates by reference paragraphs 1 through 33, as if fully stated  
14 herein.

15 52. Defendant Elias engaged in extreme and outrageous conduct by fabricating a  
16 relationship, falsely promising marriage and children, requiring Plaintiff to undergo  
17 medical fertility testing, lying to her about a potential pregnancy, and sharing her  
18 private, naked photos with other women he was simultaneously exploiting.

19 53. This conduct was specifically calculated to inflict severe emotional distress, leaving  
20 Plaintiff mentally and emotionally broken and distraught when the truth was  
21 revealed.

22 54. Elias's actions were the proximate and actual cause for Plaintiff's harm and  
23 damages, in an amount to be proven at trial.

24 **FIFTH CAUSE OF ACTION: INVASION OF PRIVACY (PUBLIC DISCLOSURE OF**  
25 **PRIVATE FACTS)**

26 **(Against Lovy Elias)**

27 55. Plaintiff incorporates by reference paragraphs 1 through 33, as if fully stated  
28 herein.

1 56. Defendant Elias willfully and maliciously disclosed Plaintiff's private, naked  
2 photographs to a third party, Anisha, without consent.

3 57. This disclosure was highly offensive to a reasonable person and was used by Elias to  
4 maliciously paint Plaintiff as "just basically somebody who wants me."

5 58. Disclosure of these photographs would be considered highly offensive to a  
6 reasonable person in Plaintiff's position.

7 59. These photographs were not of legitimate public concern.

8 60. Elias knew or should have known, or acted with reckless disregard of the fact that a  
9 reasonable person in Plaintiff's position would consider the publicity highly  
10 offensive.

11 61. Plaintiff was harmed and Elias's conduct was a substantial factor in causing  
12 Plaintiff's harm.

13 **SIXTH CAUSE OF ACTION: NEGLIGENCE (COUNT ONE)**

14 **(Against Lovy Elias)**

15 62. Plaintiff incorporates by reference paragraphs 1 through 33, as if fully stated  
16 herein.

17 63. Plaintiff and Elias were in a special relationship. Elias was Plaintiff's pastor and  
18 spiritual father, and someone who convinced Plaintiff that he was a prophet and a  
19 man of God. Elias counselled Plaintiff and provided for her financial needs.

20 64. As a result of this special relationship, Elias had a duty to protect Plaintiff and not  
21 impose any harm to her.

22 65. By fraudulently inducing Plaintiff into sexual relations, Elias breached this duty.

23 66. Elias further breached his duty by insisting Plaintiff receive invasive fertility  
24 treatment.

25 67. Elias further breached his duty by insisting Plaintiff close her business in Indiana  
26 and move to California where she would become totally dependent on Elias's  
27 generosity.

28 68. Elias further breached his duty by sharing Plaintiff's personal, private, and  
intimate photographs and videos with other women.

1 69. Elias's actions were the actual and proximate cause of Plaintiff's harm and damage  
2 in an amount to be proven at trial.

3 **SIXTH CAUSE OF ACTION: NEGLIGENCE (COUNT TWO)**

4 **(Against Revelation Church.)**

5  
6 70. Plaintiff incorporates by reference paragraphs 1 through 69, as if fully stated  
7 herein.

8 71. Revelation Church had a duty to its members to not hire sexual predators.

9 72. Revelation Church breached this duty by hiring and continuing to employ Lovy  
10 Elias.

11 73. Revelation Church's action were the actual and proximate cause of Plaintiff's harm  
12 and damages, in an amount to be proven at trial.

13 **V. PRAYER FOR RELIEF**

14 Plaintiff JANE DOE 1 prays for judgment against Defendants Lovy Elias,  
15 Revelation Church, and DOES 1 through 50, inclusive, and requests relief as follows:

16  
17 1. As to all causes and counts: general and special damages in an amount to be  
18 determined by trial.

19 2. As to cause one (sexual battery):

20 a. Punitive and exemplary damages

21 3. As to cause two (sexual harassment):

22 a. All remedies allowed under statute, including Civil Code section 52.

23 b. Punitive and exemplary damages

24 74. As to cause three (Civil Code section 1708.85):

25 1. All remedies allowed under the statute;

26 2. Punitive and exemplary damages

27 3. Injunctive relief requiring Lovy Elias to destroy any photographs or videos of  
28 Plaintiff in his possession.

1 75. As to cause four (IIED):

- 2 1. Punitive and exemplary damages.

3 76. As to cause five (Invasion of Privacy):

- 4 1. Punitive and exemplary damages

5 77. As to cause six (negligence):

- 6 1. Punitive and exemplary damages

7 78. As to all counts:

- 8 1. For pre-judgment and post-judgment interest as allowed by law;  
9 2. For costs of suit incurred herein, including reasonable attorneys' fees;  
10 3. For such other and further relief as the Court deems just and proper.

11  
12 Dated : November 3, 2025

13 GELB LAW APC  
14 /s/ Yisrael Gelb

15 Yisrael Gelb, Attorney for  
16 Plaintiff Jane Doe 1.