

5. On June 27, 2007, Defendant asked Plaintiff's daughter to marry him and, shortly thereafter, requested that Plaintiff bear the cost of their wedding and attendant celebration ("Wedding").

6. At the time Defendant requested that Plaintiff bear the cost of the Wedding, Plaintiff repeated the representations, promises and agreements he had made to, and with, Plaintiff's daughter and likewise represented, promised and agreed with Plaintiff that he would care for, protect and be sexually faithful to Plaintiff's daughter thereafter and throughout their married lives together.

7. In consideration of Defendant's aforesaid representations, promises and agreements, Plaintiff agreed to bear all, or substantially all, of the cost of the Wedding.

8. Although Plaintiff's daughter expressed the desire to have a very small, private wedding ceremony and celebration, Defendant insisted that he needed to invite a number of business associates and people from around the world to whom Defendant believed he "owed" some kind of courtesy, in part resulting in more than one hundred people being invited to the Wedding, which was conducted in a downtown Chicago hotel on July 12, 2008.

9. After June 27, 2007, and at various times through and including July 12, 2008, as the costs of the Wedding mounted, Defendant remade and reaffirmed to Plaintiff his earlier representations, promises and agreements to care for, protect and be sexually faithful to Plaintiff's daughter throughout their married lives together; and in consideration

thereof, Plaintiff honored his agreement to bear all or substantially all of the costs of the Wedding.

10. However, Plaintiff is informed and believes, and based thereon alleges, that notwithstanding Defendant's aforesaid representations, promises and agreements, and without the knowledge of either Plaintiff or Plaintiff's daughter, Defendant was then engaging in sexual relations with others and that, shortly after the Wedding, Defendant sought out and engaged in unprotected sexual activity with various prostitutes in sex clubs located in various cities, including Toronto, Long Beach and Seattle.

11. Plaintiff is further informed and believes, and based thereon alleges, that Defendant knew of the inherent dangers of engaging in unprotected sexual activity with prostitutes, yet nonetheless engaged in said sexual activity with prostitutes without regard to the health and safety of either Plaintiff's daughter or the child Defendant and Plaintiff's daughter were then attempting to conceive.

12. Plaintiff is further informed and believes, and based thereon alleges, that as a result of one or more of said sexual encounters engaged in by Defendant with prostitutes, Defendant became infected with one or more sexually transmitted diseases ("STD"), but failed or refused to inform Plaintiff's daughter that he was infected with a STD and continued to engage in sexual intercourse and sexual relations with her, resulting in numerous batteries to her person.

13. On December 14, 2009, Defendant and Plaintiff's daughter were divorced, with the Court adjudicating said divorce proceedings finding Defendant "guilty of extreme and repeated mental cruelty through no fault or provocation on the part of (Plaintiff's daughter)".

**COUNT I
BREACH OF CONTRACT**

14. Plaintiff realleges Paragraphs 1 through 13 as and for Paragraph 14 of this Count I, as if fully set forth herein.

15. Plaintiff agreed to pay all or substantially all of the cost of the Wedding in consideration of Defendant's aforesaid repeated representations, promises and agreements to and with Plaintiff that he would care for, protect and be sexually faithful to Plaintiff's daughter and throughout their married lives together.

16. Plaintiff performed his agreements and paid all or substantially all of the costs of the Wedding.

17. Defendant's aforesaid representations and promises were false and Defendant breached his aforesaid agreements in a number of ways, including, *inter alia*, by engaging in unprotected sexual activity with prostitutes without regard to the health and safety of either Plaintiff's daughter or the child Plaintiff's daughter and Defendant were attempting to conceive and committing numerous batteries upon Plaintiff's daughter.

18. After discovering that Defendant had breached his aforesaid agreements with Plaintiff by engaging in unprotected sexual activities with prostitutes and committing

numerous batteries upon Plaintiff's daughter, Plaintiff demanded that Defendant reimburse Plaintiff the full cost of the Wedding, however, Defendant has failed or refused to do so.

19. Plaintiff has been damaged in a sum which is not less than \$75,000,00.

WHEREFORE, the Plaintiff requests judgment against the Defendant for general damages in an amount in excess of \$75,000, as shall be shown by the proofs herein; interest on such damages as allowed by law; costs of suit incurred herein, including reasonable attorneys fees; and such other and further relief as the Court deems just and proper.

COUNT II FRAUD

20. Plaintiff realleges Paragraphs 1 through 19 as and for Paragraph 20 of this Count II, as if fully set forth herein.

21. From time to time prior to and on July 12, 2008, Defendant represented and promised to, and agreed with, Plaintiff that he would care for, protect and be sexually faithful to Plaintiff's daughter and throughout their married lives together.

22. Defendant's purpose in making his aforesaid representations and promises to, and agreements with, Plaintiff was to induce Plaintiff to bear all, or substantially all, of the costs of the Wedding.

23. Plaintiff is further informed and believes, and based thereon alleges, that at all material times herein alleged, the Defendant knew that his aforesaid representations, promises and agreements were false and that Defendant intentionally and deliberately failed or refused to inform Plaintiff that he had no intention of performing them.

24. Plaintiff is informed and believes, and based thereon alleges, that at all material times herein alleged, Defendant intended that the Plaintiff would rely upon his aforesaid false representations, promises and agreements.

25. Plaintiff is further informed and believes, and based thereon alleges, that at all material times herein alleged, Defendant intended that the Plaintiff would suffer injury as a direct and proximate result of the Defendant's false representations, promises and agreements.

26. At the time of each of Defendant's aforesaid false representations, promises and agreements, Plaintiff was ignorant of the falsity thereof.

27. Had the Plaintiff known that the Defendant's aforesaid representations, promises and agreements were false, Plaintiff would not have agreed to pay, or paid, the costs of the Wedding.

28. In reasonable reliance on the Defendant's aforesaid false representations, promises and agreements, and on Defendant's intentional and deliberate failures to inform and disclose the truth to Plaintiff, the Plaintiff paid all, or substantially all, of the costs of the Wedding, aggregating in excess of \$75,000.

29. Plaintiff is further informed and believes, and based thereon alleges, that in doing the things herein alleged, the Defendant acted with fraud, malice and oppression toward the Plaintiff, and with the deliberate intention of causing the Plaintiff harm, and of

vexing, harassing, and annoying the Plaintiff, thereby entitling the Plaintiff to seek and recover punitive and exemplary damages.

WHEREFORE, the Plaintiff requests judgment against the Defendant for general damages in an amount in excess of \$75,000.00; punitive and exemplary damages in the amount of \$1,000,000.00; interest on such damages as allowed by law; costs of suit incurred herein, including reasonable attorneys fees; and such other and further relief as the Court deems just and proper.

Respectfully Submitted



Carey M. Stein, Plaintiff

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