

IN THE CIRCUIT COURT OF COOK COUNTY, ILLINOIS
COUNTY DEPARTMENT-LAW DIVISION

DOMINIQUE A. BUTTITTA,)
)
 Plaintiff,)
)
 vs.)
)
 VITO V. SALERNO,)
)
 Defendant.)

2010L014003
CALENDAR/ROOM W
TIME 00:00
Breach of Contract

Case No.

**VERIFIED COMPLAINT AT LAW FOR
BREACH OF PROMISE TO MARRY AND OTHER RELIEF**

NOW COMES the Plaintiff, DOMINIQUE A. BUTTITTA, by and through her attorneys, Jessica E. Oefelein of LAGATTUTA, DEGRAZIA & OEFELIN, P.C., Masoud Mirsafian of MIRSAFIAN LAW GROUP, LLC and Don O. Spagnolo of SPAGNOLO & HOEKSEMA, LLC and complaining against the Defendant, VITO V. SALERNO, states as follows:

FACTS COMMON TO ALL COUNTS

1. That Plaintiff, DOMINIQUE A. BUTTITTA (hereinafter referred to as "PLAINTIFF"), is over the age of eighteen (18) years and a resident of the State of Illinois, County of Cook.
2. That Defendant, VITO V. SALERNO (hereinafter referred to as "DEFENDANT"), is over the age of eighteen (18) years and a resident of the State of Illinois, County of Cook.
3. That this Court has personal and subject matter jurisdiction over the parties hereto and the issues contained herein.

4. That at all times relevant to this action and at the time of drafting the instant complaint, PLAINTIFF was an Illinois licensed attorney practicing law at a law firm located in Hoffman Estates, Illinois.

5. That at all times relevant to this action, DEFENDANT was a Director of Client Solutions at Information Resources, Inc. ("IRI") located onsite at White Wave Foods Company in Broomfield, Colorado and subsequently a Director of Business Development at Catalina Marketing in Schaumburg, Illinois.

6. That PLAINTIFF and DEFENDANT were in a dating relationship since March 19, 2004 until their engagement on December 7, 2007.

7. That on December 7, 2007, DEFENDANT proposed marriage to PLAINTIFF and presented her with an engagement ring.

8. That such engagement proposal took place in the City of Chicago, County of Cook, State of Illinois.

9. That on December 7, 2007 DEFENDANT promised to marry PLAINTIFF and PLAINTIFF promised to marry DEFENDANT.

10. That on December 7, 2007 PLAINTIFF expended monies on an engagement dinner and event and such monies are non-refundable.

11. That on or about May of 2008 DEFENDANT accepted a job offer without first consulting PLAINTIFF where he was to be relocated to Broomfield, Colorado.

12. That in approximately May of 2008 DEFENDANT moved from his residence in Illinois to Broomfield, Colorado.

13. That DEFENDANT resided in Colorado for a period of over one (1) year.

14. That on or about May of 2009, DEFENDANT was informed from IRI that he was to be laid off within a set period of time.

15. That on or about July of 2009, DEFENDANT returned to the State of Illinois and accepted a job offer at Catalina Marketing in Schaumburg, Illinois.

16. That subsequent to DEFENDANT's return to Illinois, PLAINTIFF and DEFENDANT began fully planning a marriage ceremony and a wedding reception.

17. That it was agreed between PLAINTIFF and DEFENDANT that the marriage ceremony was to take place on October 2, 2010 in the village of Barrington, County of Lake, State of Illinois.

18. That the wedding reception was to take place on October 2, 2010 in the village of Hoffman Estates, County of Cook, State of Illinois.

19. That PLAINTIFF, relying on the promise of DEFENDANT to marry her, has remained ever since and still is unmarried.

20. That because of DEFENDANT's promise to marry and in anticipation of the marriage, PLAINTIFF spent money on items and services in anticipation of the wedding ceremony and reception.

21. That PLAINTIFF made a deposit for a day of wedding planner and such deposit is non-refundable.

22. That PLAINTIFF expended monies on a bridesmaid luncheon and such monies are non-refundable.

23. That PLAINTIFF paid deposits for dresses for her bridesmaids and such deposits are non-refundable.

24. That PLAINTIFF expended monies on a wedding shower at Maggiano's Little Italy in Schaumburg, Illinois and such monies are non-refundable.

25. That PLAINTIFF expended monies on a cake at the wedding shower and such monies are non-refundable.

26. That PLAINTIFF reserved a banquet hall and placed a catering order with a conference and banquet center. There is a penalty for cancelling such order.

27. That PLAINTIFF purchased a wedding dress, a veil, wedding shoes, wedding jewelry and purse and other accessories and such purchases are non-refundable.

28. That PLAINTIFF paid in full for wedding dress alterations and such service is non-refundable.

29. That PLAINTIFF purchased a unity candle, garter, guest book and pen and other miscellaneous items for the wedding and such purchases are non-refundable.

30. That PLAINTIFF made a deposit for musicians to perform at the wedding ceremony and such deposit is non-refundable.

31. That PLAINTIFF made a deposit for a videographer to perform at the wedding ceremony and reception and such deposit is non-refundable.

32. That PLAINTIFF paid for several trial-runs of make-up and hair to be done the day of the wedding and such services are non-refundable.

33. That PLAINTIFF made deposits for an orchestra to perform at the wedding reception and such deposits are non-refundable.

34. That PLAINTIFF made deposits with a florist for flowers and pin spot lighting on the day of the scheduled wedding and such deposits are non-refundable.

35. That PLAINTIFF purchased jewelry, accessories and gifts for the bridesmaids, flower girls and ring bearer for the day of the scheduled wedding and such purchases are non-refundable.

36. That PLAINTIFF expended monies on save-the-date cards, personalized thank you cards from the wedding shower, invitations for the scheduled wedding, customized wedding thank you cards and other miscellaneous items for the wedding and such monies are non-refundable.

37. That PLAINTIFF expended monies on postage to send via first class U.S. mail the save-the-date cards and the wedding shower invitations. Such purchase is non-refundable.

38. That PLAINTIFF expended monies for calligraphy for the wedding invitations and such service is non-refundable.

39. That PLAINTIFF made deposits with a photographer for the day of the scheduled wedding and such deposits are non-refundable.

40. That PLAINTIFF expended monies on the cost of materials to assemble hand-made menus for the wedding shower and the wedding and such monies are non-refundable.

41. That PLAINTIFF expended monies on a tuxedo for the ring bearer to be worn on the day of the wedding and such monies are non-refundable.

42. That PLAINTIFF expended monies on wedding favors to be given to guests on the day of the wedding and such monies are non-refundable.

43. That PLAINTIFF expended monies related to legal work including consultation and preparation of the pre-nuptial agreement and such monies are non-refundable.

44. That PLAINTIFF expended monies related to reimbursing guests for a wedding shower and wedding gift that were customized and non-returnable.

45. That PLAINTIFF expended monies on paper, envelopes and postage to send via first class U.S. mail wedding cancellation notices and such purchase is non-refundable.

46. That PLAINTIFF incurred other expenses related to the parties' wedding and such expenses are non-refundable. That a summary of the expenses incurred by PLAINTIFF are set forth in a spreadsheet attached hereto and incorporated herein as Exhibit "A".

47. That around September of 2010, DEFENDANT went to Chicago, Illinois with male friends and family members, all of whom are acquainted with PLAINTIFF. The purpose of the event that day was DEFENDANT's bachelor party.

48. That around September of 2010, DEFENDANT's best man, Phillip J. Salerno II, organized taking the male friends and family members to the Pink Monkey, an establishment providing adult entertainment including nudity and lewd acts.

49. That at the Pink Monkey DEFENDANT engaged in flirtatious and amorous acts in public, including but not limited to, receiving lap dances and other physical contact from adult female strippers at the Pink Monkey.

50. That DEFENDANT's whereabouts the early morning hours until the afternoon of the day following the bachelor party are unknown.

51. Upon information and belief, that on the afternoon after the bachelor party, DEFENDANT returned to his apartment in Barrington, Illinois.

52. That upon his return to Barrington DEFENDANT did not inform PLAINTIFF of his lewd acts at the bachelor party.

53. That subsequent to his bachelor party, DEFENDANT purposefully did not see PLAINTIFF for several days acting as if nothing had happened, DEFENDANT continued on a

course of deception by not admitting to PLAINTIFF his acts or whereabouts the evening of and morning of the day after the bachelor party.

54. That on September 19, 2010, despite the acts committed as set forth hereinabove, DEFENDANT attended a wedding shower with PLAINTIFF in which he accepted numerous wedding shower gifts from friends and family members and discussed the upcoming wedding ceremony with PLAINTIFF, friends and family members.

55. That DEFENDANT was aware that wedding gifts were continuously being delivered to PLAINTIFF's residence in anticipation of their upcoming nuptials.

56. That on September 19, 2010, one of DEFENDANT's immediate family members indicated to one of PLAINTIFF's guests that DEFENDANT was presently in contact with a lot of girls and that he always stays in touch with all of his ex-girlfriends.

57. That on the evening of September 25, 2010, PLAINTIFF's sister met a co-worker of DEFENDANT's who indicated to PLAINTIFF's sister that she had been told that the wedding of PLAINTIFF and DEFENDANT had been cancelled.

58. That the evening of September 25, 2010, PLAINTIFF confronted DEFENDANT regarding his co-worker's remarks. That DEFENDANT indicated to PLAINTIFF that he had no idea who this co-worker was and that he did not share this information with said co-worker.

59. That such co-worker is a current contact in connection with DEFENDANT on a business networking website and upon information and belief works on the same floor as the DEFENDANT at Catalina Marketing's headquarters in Schaumburg, Illinois.

60. That on September 27, 2010, DEFENDANT breached his promise to marry PLAINTIFF and informed her that he would not marry her.

61. That PLAINTIFF asked DEFENDANT how long he had known that his feelings and intention to marry PLAINTIFF has changed and that DEFENDANT admitted that he had known that his feelings and intention to marry PLAINTIFF had changed and that he didn't want to go through with the wedding since his return to Illinois from Colorado.

62. That DEFENDANT had returned to Illinois from Colorado approximately one (1) year and three (3) months prior to DEFENDANT cancelling the wedding.

63. That DEFENDANT breached his promise to marry PLAINTIFF and informed her that he would no longer marry her four (4) days before their scheduled wedding date.

64. That DEFENDANT shared with third parties that he cancelled the wedding.

65. That between September 27, 2010 through October 2, 2010, the date of the scheduled wedding, that PLAINTIFF was required to inform family members that the wedding ceremony was cancelled and the reasoning for such cancellation.

66. That between September 27, 2010 through October 2, 2010, the date of the scheduled wedding, that PLAINTIFF was required to inform friends that the wedding ceremony was cancelled and the reasoning for such cancellation.

67. That between September 27, 2010 through October 2, 2010, PLAINTIFF was required to inform co-workers that the wedding ceremony was cancelled and the reasoning for such cancellation.

68. That on September 28, 2010 PLAINTIFF telephoned the priest that PLAINTIFF and DEFENDANT went through the pre-cana process with over the prior year that would have married PLAINTIFF and DEFENDANT to inform him that the wedding ceremony was cancelled and the reasoning for such cancellation.

69. That PLAINTIFF had no indication or forewarning that DEFENDANT intended to cancel the wedding prior to such cancellation on September 27, 2010 as DEFENDANT intentionally and maliciously reassured PLAINTIFF that he loved her and that she could trust him. That DEFENDANT also reassured PLAINTIFF of same in the presence of third parties.

70. That DEFENDANT was aware of the expenses incurred and expenses to be incurred in preparation for the marriage ceremony and wedding reception.

71. That DEFENDANT has failed to return personal items belonging to PLAINTIFF despite PLAINTIFF's repeated request for return of such items.

**COUNT I:
BREACH OF PROMISE TO MARRY**

1-71. That PLAINTIFF restates and re-alleges paragraphs one (1) through seventy-one (71) as set forth hereinabove and for paragraphs one (1) through seventy-one (71) of this Count I.

72. That prior to November 12, 2010, DEFENDANT informed PLAINTIFF that DEFENDANT had broken his apartment lease in Barrington, Illinois which was to be the marital residence subsequent to their marriage on October 2, 2010 and had moved to Bucktown which is located in Chicago, Illinois in the County of Cook. That DEFENDANT did not provide PLAINTIFF with his address in Bucktown and that PLAINTIFF does not know where DEFENDANT resides in Bucktown.

73. That on November 12, 2010, in accordance with 740 ILCS 15/4, within three (3) months from the date that DEFENDANT's breach of promise to marry occurred on September 27, 2010, PLAINTIFF sent in a sealed envelope with first-class postage prepaid and deposited in the United States mail to DEFENDANT at his last known address in Barrington, Illinois and to DEFENDANT's parents' address as listed on his Illinois driver's license and also had DEFENDANT served by a professional process server a written notice signed by PLAINTIFF

informing DEFENDANT of her intent to commence a civil action against him giving the date upon which the promise to marry was made, December 7, 2007, the date upon which the marriage ceremony was to have been performed, October 2, 2010, stated the damages suffered by PLAINTIFF including an itemized list of such damages and stated that she is not still willing to marry DEFENDANT. That a copy of such notice is attached hereto and incorporated herein as Exhibit "B".

74. That to date PLAINTIFF incurred expenses as a result of DEFENDANT's breach of promise to marry her in the amount of \$95,942.11.

75. That PLAINTIFF made a demand for payment of said expenses or a portion thereof incurred prior to the filing of this lawsuit, and DEFENDANT has refused and continues to refuse to pay said expenses caused by his breach of promise to marry her.

76. That to date as a result of DEFENDANT's breach, PLAINTIFF has been damaged in the amount of \$95,942.11.

WHEREFORE, Plaintiff, DOMINIQUE A. BUTTITTA, respectfully prays of this Honorable Court for the entry of a Judgment against Defendant, VITO V. SALERNO, for breach of promise to marry, in the amount of \$95,942.11 plus costs and such other relief as this Court deems just and equitable.

COUNT II:
INTENTIONAL INFLICTION OF EMOTIONAL DISTRESS

1-71. That PLAINTIFF restates and re-alleges paragraphs one (1) through seventy-one (71) as set forth hereinabove in the Facts Common to All Counts and for paragraphs one (1) through seventy-one (71) of this Count II.

72. The aforesaid acts including, but not limited to:

- A. DEFENDANT accepting a job in another state without first consulting his fiancée PLAINTIFF;
- B. DEFENDANT's flirtatious and amorous acts in public, including receiving lap dances and other physical contact from other women;
- C. DEFENDANT informing third parties of the cancellation of the wedding prior to informing PLAINTIFF of such;
- D. DEFENDANT, knowing that he intended to cancel the wedding approximately one (1) year and three (3) months prior to his cancellation on September 27, 2010, allowing PLAINTIFF to needlessly spend money on items and services for the wedding ceremony and reception;
- E. DEFENDANT deliberately and maliciously reassuring PLAINTIFF that he loved her and that she could trust him up until the day before the cancellation of the wedding on September 27, 2010; and
- F. DEFENDANT informing PLAINTIFF that he would no longer marry her only (4) days prior to their wedding date despite the fact that he knew of his intent to cancel the wedding one (1) year and three (3) months prior to such date

were extreme and outrageous.

73. That during the one (1) year and three (3) months in which DEFENDANT knew that he intended to cancel the wedding, he knew that he had PLAINTIFF's undivided love, loyalty and fidelity.

74. That during the one (1) year and three (3) months in which DEFENDANT knew that he intended to cancel the wedding, as well as during the time he engaged in lewd acts in

September of 2010, he knew that PLAINTIFF had expended monies for the wedding ceremony and reception.

75. That at the time that DEFENDANT breached his promise to marry and told PLAINTIFF that he would no longer marry her, that he knew that approximately two hundred and twenty-five (225) people, including friends, family members, out of town guests and co-workers of PLAINTIFF and DEFENDANT were expected to attend the wedding ceremony and reception in only four (4) days.

76. That DEFENDANT's conduct was extreme, intentional and outrageous.

77. That DEFENDANT's conduct went beyond the bounds of decency.

78. That DEFENDANT knew or should have known that there was a high probability that his conduct would cause severe emotional distress to PLAINTIFF.

79. That as a direct and proximate result of DEFENDANT's extreme, intentional and outrageous conduct or omissions, PLAINTIFF has suffered severe emotional distress.

80. That PLAINTIFF has experienced anxiety and depression due to the conduct of DEFENDANT which will continue into the unforeseeable future.

81. PLAINTIFF has incurred, and will continue to incur, medical/psychological expenses in an effort to be cured or relieved from the effects of her mental distress.

82. That PLAINTIFF has suffered humiliation by having to tell family members in such a short timeframe before the wedding date that the wedding was cancelled and the reason for such cancellation.

83. That PLAINTIFF has suffered humiliation by having to tell friends in such a short timeframe before the wedding date that the wedding was cancelled and the reason for such cancellation.

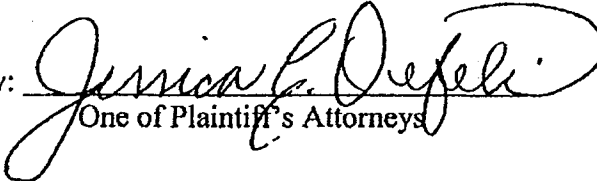
84. That PLAINTIFF has suffered humiliation by having to tell co-workers in such a short timeframe before the wedding date that the wedding was cancelled and the reason for such cancellation.

85. That the emotional distress caused by DEFENDANT is ongoing.

WHEREFORE, the Plaintiff, DOMINIQUE A. BUTTITTA, respectfully prays of this Honorable Court for:

- A. That this Honorable Court finds that Defendant, VITO V. SALERNO's, actions were extreme and outrageous;
- B. That this Honorable Court finds that Defendant, VITO V. SALERNO knew or should have known that there was a high probability that his conduct would cause severe emotional distress;
- C. That this Honorable Court find that as a direct and proximate result of Defendant, VITO V. SALERNO's calculated actions or omissions, Plaintiff, DOMINIQUE A. BUTTITTA, did in fact suffer severe emotional distress;
- D. That this Honorable Court enter an award of damages against the Defendant, VITO V. SALERNO, and in favor of Plaintiff, DOMINIQUE A. BUTTITTA, in an amount in excess of the jurisdictional limits of the law division of the Circuit Court of Cook County, plus punitive damages;
- E. That this Honorable Court order the Defendant, VITO V. SALERNO, to pay all reasonable attorneys fees incurred by the Plaintiff, DOMINIQUE A. BUTTITTA, in the preparation, presentment and prosecution of this complaint; and such other relief as this Court deems just and equitable.

Respectfully submitted,

By: 
One of Plaintiff's Attorneys

Jessica E. Oefelein, Esq.
LAGATTUTA, DEGRAZIA & OEFELEIN, P.C.
1515 E. Woodfield Road, Ste. 880
Schaumburg, IL 60173-5437
Attorney No. 38490

Masoud Mirsafian, Esq.
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Attorney No. 45166

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SPAGNOLO & HOEKSEMA, LLC
2500 West Higgins Road, Ste. 100
Hoffman Estates, IL 60169
Attorney No. 38856

STATE OF ILLINOIS)
) SS.
COUNTY OF COOK :)

VERIFICATION BY CLIENT

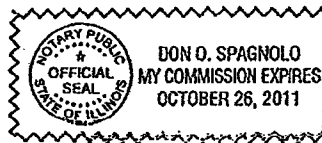
Under penalties of perjury as provided by law pursuant to Section 1-109 of the Code of Civil Procedure (Ill. Rev. Stat., Ch. 110, § 1-109), the undersigned certifies that the statements set forth in this document are true and correct, except as to matters therein stated to be on information and belief, and as to those such matters, the undersigned certifies as aforesaid that she verily believes the same to be true.

DATED: 12-9-10

BY: *Dominique A. Buttitta*
DOMINIQUE A. BUTTITTA

Signed this 9th day of December, 2010

Don Spagnolo
Notary Public



ATTORNEY'S CERTIFICATION

Under penalties as provided by law pursuant to Section 1-109 of the Code of Civil Procedure, the undersigned certifies that the statements set forth in this instrument are true and correct, except as matters therein stated to be on information and belief and as to such matters the undersigned certifies as aforesaid that she verily believes the same to be true. The undersigned attorney certifies that the within instrument has a sound basis in fact and in law and that it is not meant to harass any party or to unduly burden the Court.

Jessica E. Oefelein
JESSICA E. OEFELEIN

LAGATTUTA DeGRAZIA & OEFELEIN, P.C.
Attorneys for Plaintiff
1515 Woodfield Road, Suite 880
Schaumburg, Illinois 60173
847-240-5500
Attorney No. 38490

DAMAGES

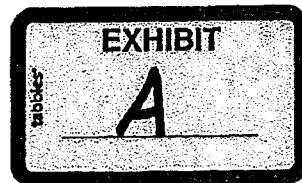
Expenses

Brief Description

\$440.00	Reimbursement to guest for non-returnable/customized gift
\$11,427.50	Legal Fees regarding legal work to be completed prior to wedding
\$30,342.70	The Stonegate Conference & Banquet Center
\$11,637.73	Flowers & Pin Spot Lighting
\$386.82	Misc. Wedding non-returnable items (unity candle, cake topper, garter, guest book & pen, etc.)
\$666.07	Cost of Save the Date cards
\$2,300.93	Wedding Invitations
\$1,063.07	Customized non-returnable Wedding Thank You Cards and misc. items for wedding
\$70.40	Postage to Send Save the Dates
\$26.40	Postage to Send Shower Invitations
\$70.40	Postage to Send Cancellation Notices
\$2,000.00	Engagement Dinner - St. Nicholas Day Ball
\$7,550.00	Photographer
\$5,378.89	Non-returnable Wedding dress, veil & hair accessory
\$600.00	Wedding Dress Alterations
\$600.00	Day of Wedding Planner
\$600.00	Wedding Shoes - nonreturnable
\$807.85	Wedding jewelry and purse
\$2,768.31	Bridal Shower at Maggiano's
\$102.95	Cake at Bridal Shower
\$895.00	Videographer
\$10,000.00	Orchestra
\$800.00	Music at the Church
\$1,643.68	Deposits and payments toward bridesmaid dresses and jewelry for bridesmaids;
\$300.00	Bridesmaid Luncheon
\$235.00	Trial runs of make-up and hair
\$578.44	Cost of materials for handmade menus at the shower/wedding
\$787.50	Calligraphy for Wedding Invitations
\$107.47	Tux for Ring Bearer
\$1,755.00	Wedding favors for guests

TOTAL DAMAGES

\$95,942.11



(Via First Class Mail & Process Server)

November 12, 2010

Mr. Vito V. Salerno
5N600 Robin Lane
Wayne, IL 60184

Mr. Vito V. Salerno
100 E. Station Street, Apt. 324
Barrington, IL 60010

RE: Statutory Notice of Intent to Commence Civil Action

Dear Vito:

I am writing this letter to give you notice of my intent to commence a civil action against you for your breach of promise to marry me and for the damages incurred as a result of such breach.

On December 7, 2007, in Cook County, Illinois, you, Vito Vincent Salerno, promised and agreed to marry me, Dominique Amy Buttitta, and I accepted your promise and agreed to marry you. It was agreed by you and me that the marriage ceremony was to be performed on October 2, 2010. I was on that date, ready and willing to marry you. On Monday, September 27, 2010, you breached your promise to marry me by telling me that you would no longer marry me. As a result of the breach of your promise and our agreement to marry, damages have been suffered in a sum of more than \$95,942.11, including, but not limited to, the attached itemized list labeled "Damages" enclosed with this correspondence, which is incorporated herein by reference.

Further, please be advised that I am not still willing to marry you.

Sincerely,



Dominique A. Buttitta

cc: Angela M. Buttitta
Roger C. Nelson, Jr.



DAMAGES

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Brief Description

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