



5. That at all times relevant to this action and at the time of drafting the instant complaint, DEFENDANT was an attorney practicing law at the law firm of Sidley Austin LLP in Chicago, Illinois.

6. That PLAINTIFF and DEFENDANT were in a dating relationship for a period of approximately two (2) years.

7. That on July 2, 2009, DEFENDANT proposed marriage to PLAINTIFF and presented her with an engagement ring.

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

9. That on July 2, 2009, DEFENDANT promised to marry PLAINTIFF and PLAINTIFF promised to marry DEFENDANT.

10. That subsequent to the engagement, DEFENDANT moved into PLAINTIFF's residence in Chicago, Illinois.

11. That PLAINTIFF and DEFENDANT began planning a marriage ceremony and a wedding reception.

12. That the marriage ceremony and wedding reception were to take place on August 21, 2010 in the City of Chicago, County of Cook, State of Illinois.

13. That PLAINTIFF reserved a banquet hall and placed a catering order with the Ritz-Carlton Chicago. That there is a penalty for cancelling such Order.

14. That PLAINTIFF purchased a wedding dress, a veil and other accessories and such purchases are non-refundable.

15. That PLAINTIFF made a deposit for salon services on the day of the wedding and such deposit is non-refundable.

16. That PLAINTIFF made a deposit for a band to perform at the wedding reception and such deposit is non-refundable.

17. That PLAINTIFF made a deposit with a florist for flowers and floral décor on the day of the scheduled wedding and such deposit is non-refundable.

18. That PLAINTIFF purchased dresses, accessories and gifts for the bridesmaids and flower girls for the day of the scheduled wedding and such purchases are non-refundable.

19. That PLAINTIFF expended monies on invitations for the scheduled wedding and such monies are non-refundable.

20. That PLAINTIFF made a deposit with a photographer and such deposit is non-refundable.

21. That PLAINTIFF expended monies on a hotel for a bachelorette party and such monies are non-refundable.

22. That PLAINTIFF expended monies on a wedding shower at Quartino restaurant in Chicago, Illinois and such monies are non-refundable.

23. That PLAINTIFF expended monies on a honeymoon vacation for PLAINTIFF and DEFENDANT, including airfare and hotel accommodations and such monies are non-refundable.

24. 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".

25. That on or about July 16, 2010, DEFENDANT traveled to Las Vegas, Nevada with male co-workers, friends, and family members, all of whom are acquainted with PLAINTIFF. The purpose of the trip was DEFENDANT's bachelor party.

26. That on or about July 17, 2010, DEFENDANT met a woman named "Danielle".

27. That prior to July 17, 2010, Danielle was a stranger that was unknown to DEFENDANT.

28. That DEFENDANT and Danielle arranged to meet at a night club in Las Vegas, Nevada in the evening of July 17, 2010.

29. That at the night club, DEFENDANT and Danielle engaged in flirtatious and amorous acts in public, including, but not limited to, kissing, dancing and other physical contact.

30. That DEFENDANT and Danielle left the night club and went to DEFENDANT's hotel room.

31. That on the night of July 17, 2010 or in the early morning hours of July 18, 2010, DEFENDANT and Danielle engaged in sexual intercourse in DEFENDANT's hotel room.

32. That upon information and belief, while DEFENDANT and Danielle were engaging in sexual intercourse in DEFENDANT's hotel room, DEFENDANT's co-workers, friends, and family members that accompanied him on the trip were present in the adjoining room.

33. That DEFENDANT had met Danielle less than twenty four (24) hours prior to engaging in sexual intercourse with her.

34. That on July 18, 2010, DEFENDANT returned to Chicago, Illinois.

35. That upon his return to Chicago, Illinois, DEFENDANT did not inform PLAINTIFF of the fact that he engaged in sexual intercourse with Danielle.

36. That on July 24, 2010, despite the acts committed as set forth hereinabove, DEFENDANT attended a wedding shower with PLAINTIFF in which he accepted numerous wedding gifts from friends and family members and discussed the upcoming wedding ceremony with PLAINTIFF, friends and family members.

37. That upon his return from Las Vegas, Nevada, acting as if nothing had happened, DEFENDANT continued on a course of deception by not admitting to PLAINTIFF that he engaged in sexual relations with Danielle in Las Vegas, Nevada.

38. That on July 28, 2010, PLAINTIFF observed certain text messages from Danielle on DEFENDANT's cellular telephone, which intimated "something happened" between Danielle and DEFENDANT while DEFENDANT was in Las Vegas, Nevada.

39. That on July 28, 2010, DEFENDANT attempted to move out of the residence that he and PLAINTIFF shared while PLAINTIFF was at work, but said attempt was thwarted when DEFENDANT arrived home and found PLAINTIFF still in the residence.

40. That PLAINTIFF expressly inquired about Danielle to DEFENDANT, and DEFENDANT, seemingly believing that "what happens in Vegas, stays in Vegas" denied that anything happened between himself and Danielle in Las Vegas, Nevada.

41. That PLAINTIFF, after detecting that DEFENDANT was not being truthful, pursued the issue until such time that DEFENDANT admitted he knew Danielle, "made out" with her in Las Vegas, and continued to communicate with her since leaving Las Vegas, Nevada, but continued to deny that he and Danielle had sexual intercourse.

42. That on July 28, 2010, DEFENDANT breached his promise to marry PLAINTIFF and informed her that he would no longer marry her.

43. That after DEFENDANT moved out, PLAINTIFF attempted to communicate with Danielle directly, and ultimately received a text message through a third party, detailing the sexual relations that occurred between DEFENDANT and Danielle in Las Vegas, Nevada, and Danielle further apologized to PLAINTIFF, claiming DEFENDANT deceived her as well by not advising her that he was in Las Vegas, Nevada attending his own bachelor party and that he was engaged to be married.

44. That on July 29, 2010, DEFENDANT admitted he "hooked up" with Danielle in Las Vegas, Nevada, stated his actions were the fault of the PLAINTIFF, and informed PLAINTIFF he no longer wanted to marry her.

45. That PLAINTIFF was required to inform family members that the wedding ceremony was cancelled and the reasoning for such cancellation.

46. That PLAINTIFF was required to inform friends that the wedding ceremony was cancelled and the reasoning for such cancellation.

47. That PLAINTIFF was required to inform co-workers that the wedding ceremony was cancelled and the reasoning for such cancellation.

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

1.-47. That PLAINTIFF restates and re-alleges paragraphs one (1) through forty seven (47) as set forth hereinabove as and for paragraphs one (1) through forty seven (47) of this Count I.

48. That on October 6, 2010, in accordance with 740 ILCS 15/4, PLAINTIFF sent to DEFENDANT written correspondence informing DEFENDANT of her intent to commence a civil action against him. That a copy of such correspondence is attached hereto and incorporated herein as Exhibit "B".

49. That PLAINTIFF incurred expenses as a result of DEFENDANT's breach of promise to marry her in the amount of \$62,814.71.

50. That PLAINTIFF made a demand for payment of the said expenses 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.

51. That as a result of DEFENDANT's breach, PLAINTIFF has been damaged in the amount of \$62,814.71.

**WHEREFORE**, Plaintiff, LAUREN SERAFIN, respectfully prays of this Honorable Court for:

- A. The entry of a Judgment against Defendant, ROBERT LEIGHTON, for breach of promise to marry, in the amount of \$62,814.71 plus costs; and
- B. Such other relief as this Court deems just and equitable.

**COUNT II:**  
**INTENTIONAL INFLECTION OF EMOTIONAL DISTRESS**

1.-47. That PLAINTIFF restates and re-alleges paragraphs one (1) through forty seven (47) as set forth hereinabove in the Facts Common to All Counts as and for paragraphs one (1) through forty seven (47) of this Count II.

48. That because of the fact that PLAINTIFF and DEFENDANT were engaged to be married, DEFENDANT had a fiduciary duty of implied fidelity to PLAINTIFF.

49. That DEFENDANT breached that duty when he engaged in sexual intercourse with a stranger while co-workers, friends and family members, all acquainted with PLAINTIFF, were present in an adjoining hotel room.

50. That DEFENDANT's actions occurred approximately thirty five (35) days prior to the day in which he and PLAINTIFF were to be married.

51. That at the time that DEFENDANT engaged in the conduct described herein, he knew that he and PLAINTIFF had spent one (1) year planning the wedding ceremony and reception.

52. That at the time DEFENDANT engaged in the conduct described herein, he knew he had PLAINTIFF's undivided love, loyalty and trust.

53. That at the time that DEFENDANT engaged in the conduct described, he knew that PLAINTIFF had expended monies for the wedding ceremony and reception.

54. That at the time that DEFENDANT engaged in the conduct described herein, he knew that approximately one hundred and seventy (170) people, including friends, family members and co-workers of PLAINTIFF and DEFENDANT were expected to attend the wedding ceremony and reception.

55. That at the time DEFENDANT engaged in the conduct described herein, he knew or should have known the possibility of transmitting a sexually transmitted disease to PLAINTIFF.

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

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

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

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

60. That PLAINTIFF has experienced depression due to the conduct of DEFENDANT.

61. That PLAINTIFF suffered humiliation by having to tell family members that the wedding was cancelled and the reason why the wedding was cancelled.

62. That PLAINTIFF suffered humiliation by having to tell friends that the wedding was cancelled and the reason why the wedding was cancelled.

63. That PLAINTIFF suffered humiliation by having to tell co-workers that the wedding was cancelled and the reason why the wedding was cancelled.

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

**WHEREFORE**, the Plaintiff, LAUREN SERAFIN, respectfully prays of this Honorable Court for:

A. That this Honorable Court find that Defendant, ROBERT LEIGHTON's, actions were extreme and outrageous;

B. That this Honorable Court find that Defendant, ROBERT LEIGHTON knew 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, ROBERT LEIGHTON's calculated actions Plaintiff, LAUREN SERAFIN, did in fact suffer severe emotional distress;

D. That this Honorable Court enter an award of damages against the Defendant, ROBERT LEIGHTON, and in favor of the Plaintiff, LAUREN SERAFIN, 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 Defendants to pay any and all reasonable attorneys fees incurred by each of the Plaintiffs in the preparation, presentment and prosecution of this complaint, and

F. Such other relief as this Court deems just and equitable.

Respectfully submitted,

  
ENRICO J. MIRABELLI

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