

FILED  
5/10/2023 10:18 AM  
IRIS Y. MARTINEZ  
CIRCUIT CLERK  
COOK COUNTY, IL  
2023L004851  
Calendar, Z  
22655642

STATE OF ILLINOIS  
CIRCUIT COURT OF COOK COUNTY, LAW DIVISION

CHICAGO FAMILY ATTORNEYS

Plaintiff,

v.

VICTORIA CARTER,

Defendant.

)  
)  
)  
)  
) Case No.  
)  
) Ad Damnum: Over \$50,000  
)  
)

COMPLAINT

NOW COMES Plaintiff, Chicago Family Attorneys d/b/a Chicago Family Attorneys by and through attorney Aaron Korson, and for their Complaint against Defendant, Victoria Carter, states as follows:

PARTIES

- 1. Plaintiff is an Illinois law firm doing business in Cook County, Illinois.
- 2. Defendant is an individual residing in Cook County, Illinois.

JURISDICTION

- 3. This Court has jurisdiction over Defendant pursuant to 735 ILCS 5/2-209 because, at all relevant times, Defendant resided and transacted and was doing business in Cook County, Illinois, and all or a substantial portion of the events giving rise to Firm’s claims occurred in Cook County, Illinois.
- 4. Venue is proper in Cook County pursuant to 735 ILCS 5/2101 because the actions by Defendant are related to claims alleged to be made in Cook County, Illinois.

FACTUAL ALLEGATIONS COMMON TO ALL COUNTS

- 1. On December 8<sup>th</sup>, 2022, Plaintiff, entered into a contractual agreement with Defendant, Carter. (Exhibit 1 is available for in camera review due to ethical requirements)
- 2. At the aforementioned time, Carter paid a total sum of \$2,000 as a retainer to be held in trust by Plaintiff until services were performed and Plaintiff could be paid promptly for services. (Exhibit 2 is available for in camera review due to ethical requirements)
- 3. Plaintiff performed the duties set out by Carter in the contractual agreement.
- 4. Plaintiff not only performed these duties in a timely manner, but expedited the process.
- 5. Plaintiff moved meetings, had multiple staff members engage in work on behalf of Defendant and had staff members discuss the issues surrounding Defendant’s case repeatedly.

FILED DATE: 5/10/2023 10:18 AM 2023L004851

6. Defendant made unreasonable demands that exhausted resources and staff members on multiple occasions.
7. Although duties were performed by Plaintiff as agreed to in the contract, Defendant then demanded a full refund due to the death of her mother several days later, after the performance of Plaintiff and Plaintiff's employees.
8. Defendant was irate, made unreasonable demands, and attempted to pressure Plaintiff into a full refund although performance was completed by Plaintiff according to the contractual obligations that Defendant signed.
9. Still, Defendant conferenced with Plaintiff's firm for further legal guidance regarding outstanding matters for the family which resulted in further fees.
10. Ultimately stated that she would not accept anything other than a full refund although services were performed. This was reiterated to multiple employees of Plaintiff and an agreement was never met.
11. Defendant then made false claims to individuals that Plaintiff regularly conducted business with by stating an agreement was made for her to be reimbursed although she had repudiated and denied any agreement and demanded that she not pay for any services.
12. Defendant continued to make false statements that she had never received services, emails or other communication from Plaintiff's firm which is knowingly false and easily provable to business associates of Plaintiff whom referrals and
13. This led to a reduction in business from a membership driven insurance company/prepaid legal service which Plaintiff was a part of.
14. Ultimately Defendant's dissemination of knowingly false statements further led to unjust issues regarding their business, credit card transactions, licensing, and further damages.
15. The relationship between Plaintiff and the referring business associates resulted in a revenue of almost \$1,000,000 over the course of the last year and that relationship has now been ended due to Defendant's continuing act of false and malicious reputational harm.
16. At this time, revenue derived from new business since Defendant's knowingly false statements have declined to nothing since the referral insurance company/ prepaid legal service has stopped sending business to the company.
17. Defendant further continued her trend of unjust damages on or about March 2<sup>nd</sup>, 2023 when Defendant represented to Visa that a credit was never issued although services were already provided to Defendant.
18. On March 2<sup>nd</sup>, 2023, a chargeback occurred depriving Plaintiff of \$2,000.00 and \$15.00 for processing charges.

19. Plaintiff additionally accrued bank fees suffered detrimental financial losses surrounding fees taken out of the operating account, and missed payments owed to vendors that day.
20. Plaintiff has spent a considerable amount of time in attempts to recover the fees but that right was ultimately denied and Defendant's funds were immediately returned to her by Visa once she made knowingly false statements.
21. The loss additionally affected the operations of Plaintiff and their ability to move buildings as a cause of unexpected fees and costs being deprived from their small business.

**COUNT I**  
**BREACH OF CONTRACT**

22. Defendant owed a duty to Plaintiff to pay all outstanding fees associated with the contract that she entered into.
23. Defendant breached her contractual duties on March 2<sup>nd</sup>, 2023 by requesting a chargeback from her debit or credit card carrier, Visa, by stating that credits were not processed to her and they were due at the time of her complaint. She additionally made statements to Visa and others that work was not performed.
24. Due to the actions by Defendant, Plaintiff was deprived of a total of \$2,000.00 on March 2<sup>nd</sup>, 2023, and outstanding fees remain owed to Plaintiff. Exhibit 3 is available for in camera review due to ethical requirements).
25. Defendant has additionally breached her duties within the contract by failing to compensate Plaintiff for their services as agreed according to the contract and a balance due remains of \$6,482.70.
26. The agreement Defendant entered into requires that Defendant pay for any and all collection matters in association with the contract that she signed at an hourly rate and Defendant has failed to pay for any of the fees associated.
27. At this time, Carter owes a total of \$6,482.70 for services that were rendered which do not include the fee of \$2,000.00 that was taken by Carter through her chargeback. (Exhibit 4 is available for in camera review due to ethical requirements)

WHEREFORE, Plaintiff, Chicago Family Attorneys, LLC respectfully prays that this Honorable Court enter the following relief for COUNT I of this Complaint:

1. Payment in full by Defendant of \$8,482.70 within 30 days of the entry of judgment against Plaintiff.
2. For such other relief as deemed appropriate by this Honorable Court.

**COUNT II**  
**FRAUD BY THIRD PARTY AGENT**

28. Plaintiff incorporates by reference the allegations of each of the foregoing paragraphs.
29. To state a cause of action for common-law fraud, a plaintiff must allege (1) a false statement of material fact by the defendant, (2) that the defendant knew the statement to be false, (3) that the defendant intended the plaintiff to rely on his or her false statement, (4) that the plaintiff did in fact rely on the defendant's statement, and (5) injuries arising from reliance on the statement. *Addison v. Distinctive Homes, Ltd.*, 359 Ill.App.3d 997, 836 N.E.2d 88, 296 Ill.Dec. 673 (1st Dist. 2005)
30. Third party claims of fraud include that the defendant made a misrepresentation to a third party intending that it reach the plaintiff. Once the misrepresentation reaches the plaintiff, the misrepresentation must have been influenced by it. (*Village of Bensenville*, 389 Ill. App. 3d at 487-89)
31. In December 2022 and January of 2023, Defendant knowingly received services since she rushed preparation of her matter and she spoke with attorneys, paralegals, and clerks who assisted her in drafting documents in an expedited process.
32. On or about March 2<sup>nd</sup>, 2023, Defendant, Victoria Carter, made knowingly false statements to Visa saying that services were not rendered and that fees were owed to her although Defendant had repudiated any verbal agreement multiple times for a reduced refund and had received email communication regarding bills owed by her at the time.
33. Additionally, Defendant knowingly signed a contract which states the terms in which Defendant owes fees and costs to Plaintiff.
34. The first and second elements of fraud in this matter are provable without a doubt.
35. Visa and Chicago Family and Immigration Services, LLC have contracts through Clio, Stripe, LawPay, and other credit card processing services which allow Visa access to Plaintiff's bank accounts through credit card processing companies that act as agents.
36. Chicago Family and Immigration Services, LLC has a contractual relationship with Byline Bank and Clio who act as fiduciaries and agents on behalf of Chicago Family and Immigration Services, LLC.

37. When Defendant made knowingly false statements to Visa regarding services rendered, Visa then acted on Defendant's behalf and furthered the false statements to Clio who was acting on behalf of Plaintiff as an agent.
38. Due to the act of carrying false misrepresentations to Plaintiff's agent, Clio, the agent then relinquished funds immediately.
39. At that point in time, Plaintiff was required to pay extra fees, miss required bills, pay staff for work that should have been paid by Defendant, and continued to conduct hours of work to gain nominal fees back for work that was done.
40. To this date, Plaintiff has not been reimbursed for hard costs that they have incurred for the employment of staff and other costs while Defendant enjoyed free work as she intended.
41. To date, estimated damages exceed \$14,000.
42. Fraud claims in Illinois are typically awarded a benefit of the bargain in compensatory damages. Plaintiff's estimated profits are believed to be around the total of \$11,000 for work conducted on the matter and time in which other cases could have been worked on.
43. Punitive damages are appropriate however in fraud claims upon a clear showing of exceptional circumstances where by Defendant has acted with actual malice or even in a highly irresponsible manner. AMPAT/Midwest, Inc. v. Ill. Tool Works Inc., 896 F.2d 1035, 1043-44 (7th Cir. 1990)

WHEREFORE, Chicago Family and Immigration Services, LLC respectfully requests that this Honorable Court grant judgment for the following relief under COUNT II of this Complaint:

1. Payment by Victoria in the total sum of \$11,000 for compensatory damages.
2. A judgment against Defendant, Victoria Carter, for punitive damages due to a finding of exceptional circumstances whereby she acted with actual malice or even a highly irresponsible manner.
3. Other relief that this Honorable Court may find suitable.

### **COUNT III DEFAMATION**

44. Plaintiff incorporates by reference the allegations of each of the foregoing paragraphs.
45. Defamatory statements are actionable either per se or per quad. Statements are defamatory per se if, "the statements that form the basis of the action falsely charge the plaintiff with misconduct or

incapacity in words so obviously and naturally harmful that they are actionable without proof of special damages." *Costello v. Capital Cities Communications, Inc.*, 125 Ill. 2d 402,414, (Ill. S. Ct. 1988). 22.

46. There exist four different categories of statements that are considered defamatory per se on their face: "(1) words that impute the commission of a criminal offense; (2) words that impute infection with a loathsome communicable disease; (3) words that impute an inability to perform or want of integrity in the discharge of duties of office of employment; and (4) words that prejudice a party, or impute a lack of ability, in his or her trade, profession, or business." *Seitz Partridge v. Loyola Univ. of Chicago*, 2013 IL App (1st) 113409, ¶ 21 (citing *Wynne v. Loyola University of Chicago*, 318 Ill. App. 3d 443,451
47. At all relevant times hereto, Illinois law provides that to prove defamation per se a plaintiff is required to show: "(1) that the defendant made a false statement concerning the plaintiff; (2) that there was an unprivileged publication of the defamatory statement to a third party by the defendant; and (3) that the plaintiff was damaged." *Id.* However, a plaintiff needs not plead or prove actual damage to his reputation to recover. *Owen v. Carr*, 513 Ill. 2d 273, 277 (Ill. S. Ct. 1986). Rather, statements that fall within the actionable per se categories as defined by *Seitz-- Partridge* and *Wynne* are thought to be so obviously and materially harmful to the plaintiff that injury to his reputation may be presumed. *Bryson v. News Am. Publ'ns*, 174 Ill. 2d 77, 87 (1996).
48. Due to Defendant's dishonest and damaging statements to business associates of Plaintiff, revenue has declined and Plaintiff has endured losses of \$160,000 or more to date.
49. The statements made by Defendant, as set forth above, were known by Defendant to be false at the time those statements were published and were made by them with negligence and with utter and reckless disregard for their truth or falsity.
50. The statements made by Defendant, as set forth above, were made by her with the purpose and intent of those reading them to rely upon, believe, and accept those false statements as true. per se
51. The false statements made by Defendant, as set forth above, constitute defamation as well as defamation per quod.
52. As a direct and proximate result of Defendant's false statements, as set forth above, Plaintiff has suffered substantial and irreparable damages, and will continue to suffer damages, including but not limited to loss of income, loss of good name, loss of reputation, loss of business, as well as undeserving embarrassment, shame, humiliation, and emotional distress to Plaintiff's owner and Plaintiff's staff.

WHEREFORE, Plaintiff, Chicago Family and Immigration Services, LLC prays for judgment against Defendant, Victoria Carter, for COUNT III of this complaint in an amount in excess of \$160,000 plus costs of suit and the following relief:

- A. Payment of damages in amount of \$160,000 and any further damages to the date of judgment.
- B. Any other relief that this Honorable Court may deem reasonable and just.

Chicago Family & Immigration  
Services, LLC, Plaintiff

By: Aaron T. Korson, Esq.

Attorney

Chicago Family Attorneys, LLC  
Aaron T. Korson, Esq.  
[Aaron.korson@chiattorney.com](mailto:Aaron.korson@chiattorney.com)  
[hmcgillivray@chiattorney.com](mailto:hmcgillivray@chiattorney.com)  
[info@chiattorney.com](mailto:info@chiattorney.com)  
(312) 210-9614  
(312) 468-2949  
53 W. Jackson Blvd.,  
Suite 752  
Chicago, IL 60601  
64286

### **VERIFICATION**

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 to matters therein stated to be on information and belief and as to such matters the undersigned certifies as aforesaid that [he/she] verily believes the same to be true.

Dated:

Aaron T. Korson, Esq.  
Signature of Aaron T. Korson