

FILED
COURT OF COMMON PLEAS
CUYAHOGA COUNTY, OHIO

2008 MAY 30 P 4:25

NATALYA YAKUBOVSKY
8223 Washington Street, Suite 7
Bainbridge Township, Ohio 44023

-vs-

DOROTHY MILLER
dba ELAINE'S ASTROLOGY
6900 North Main Street
Chagrin Falls, Ohio 44022

-and-

DOROTHY I. ZELEZNIK
33580 Linden Drive
Solon, Ohio 44139

-and-

JANE DOE

Defendants

CASE NO.

Complaint

DAVID T MATIA
CV 08 660930

COMPLAINT
(Jury Demand Endorsed Hereon)

**(Interrogatories and Request for
Production of Documents Annexed
Hereto)**

| | |
|-----------------------------------|-----------|
| \$ 100.00 | DEPOSITED |
| 3102 | |
| MAY 30 2008 | |
| SECURE COSTS | |
| GERALD E. FUERST, Clerk of Courts | |
| PER <i>[Signature]</i> | DEPT. |

FIRST CLAIM FOR RELIEF

1. At all times relevant hereto, defendants Dorothy Miller, a.k.a. Dorothy I. Zeleznik, was an individual acting in her individual capacity as owner, agent and/or employee of a business known as Elaine's Astrology, and purporting to be a psychic and spiritual advisor. Defendants maintained a place of business at 6900 North Main Street, Chagrin Falls, Ohio, Cuyahoga County, Ohio.

2. Defendant Jane Doe is sued herein pursuant to Rule 15(D) of the Ohio Rules of Civil Procedure. When plaintiff ascertains the true name and identity of this defendant, this complaint may be amended or supplemented to allege same. Defendant Jane Doe is an individual acting in her individual capacity as owner, agent and/or employee of a business known as Elaine's Astrology, who entered a business

relationship with plaintiff, and acted as described herein, giving rise to her liability herein.

3. At all times relevant hereto, all defendants were the agents, servants, and/or employees of all other defendants, acting within the course and scope of their respective agencies, services and employments.

4. At all times relevant hereto, defendants operated a business which purported to “specialize in reuniting lovers, advising business directives, and healing the sick.” Defendants further advertised and held themselves out as a “clairvoyant and psychic” with a “long history of family heritage in this field.”

5. On or about June 29, 2004, defendants falsely represented to defendants that they could successfully assist her with a personal problem. They assured her that their assistance “works every time.” Defendants informed plaintiff that their remedy would cost plaintiff \$5,000.00, and that they would require a \$2,500.00 down payment to initiate the “remedy.”

6. Relying upon the representations of defendants, plaintiff paid the requested fee to defendant in installments as agreed between the parties.

7. Defendants did not successfully assist plaintiff with her personal problem. Knowing that plaintiff was in a precarious emotional state, defendants attempted to take advantage of plaintiff by manipulating her emotional state and threatening her and her loved ones. Included in this attempted manipulation were statements made by defendants in order to dissuade plaintiff from stopping payments to them. These statements included alleging that other clients had killed themselves after stopping defendants’ services, that another client had been committed to a mental institution and that if plaintiff stopped using defendants’ services the “spirit” of her loved one would die.

8. Due to defendants' intentional misrepresentations, manipulations and threats to plaintiff, plaintiff continued to use defendants' services, eventually paying them \$22,834.00. Plaintiff's personal issues were not resolved by defendants.

9. Defendants' actions constituted a breach of contract.

10. As a direct and proximate result of defendants' breach of contract, plaintiff has been damaged in paying for services which had no value.

SECOND CLAIM FOR RELIEF

11. Plaintiff reavers each and every paragraph of the First Claim for Relief as if fully rewritten herein.

12. Defendants knew or should have known that the services they offered to plaintiff were of no value while they fraudulently represented that they could and would assist plaintiff with her personal problem.

13. Defendants misrepresentations and fraud were of material facts.

14. Plaintiff reasonably relied upon defendants' fraud and misrepresentations, and paid defendants in reliance on this fraud and misrepresentation.

15. Defendants' actions constituted fraud.

16. As a direct and proximate result of defendants' fraud, plaintiff has been damaged in paying for services with no value.

THIRD CLAIM FOR RELIEF

17. Plaintiffs reaver the allegations contained in the First and Second Claims for Relief as if fully rewritten herein.

18. Defendants actions were willful, wanton and malicious. As a direct and proximate result of defendants' willful, wanton and malicious actions, plaintiff was injured as previously set forth.

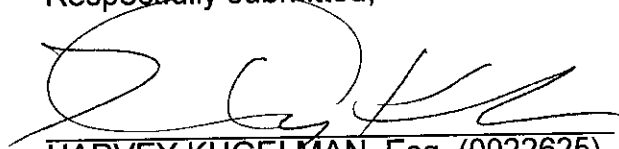
WHEREFORE, plaintiff prays for judgment against all defendants, jointly and severally, for all relief available to them under the law, including but not limited to the following:

1. Compensatory damages in an amount in excess of Twenty Five Thousand Dollars (\$25,000.00), together with the costs of this action
2. Punitive damages in the amount of One Million Dollars (\$1,000,000.00);
3. The costs of this action and reasonable attorney fees;
4. All other relief which this court deems appropriate.

JURY DEMAND

A trial by jury is hereby requested

Respectfully submitted,



HARVEY KUGELMAN, Esq. (0022625)
Harvey Kugelman Co., L.P.A.
450 Standard Building
1370 Ontario Street
Cleveland, OH 44113
(216) 241-6770
Attorney for Plaintiff