

SUING AMY: A LOVE STORY

CAMERON STRACHER*

Comes now the plaintiff, *pro se*, and as his complaint against defendant avers as follows:

INTRODUCTION

1. This is a lawsuit for breach of contract, intentional infliction of emotional distress, and trade libel resulting from defendant's failure to love, honor, and cherish plaintiff as he deserved.

JURISDICTION AND VENUE

2. This Court has jurisdiction over the causes of actions alleged because there is diversity of citizenship in that defendant's whereabouts are currently unknown and the amount in controversy exceeds \$75,000.00.

3. Venue is proper in this district because the acts which form the basis of the complaint occurred on the corner of Sixth Avenue and West 52nd Street, in the Southern District of New York.

THE PARTIES

4. Plaintiff is a well-known member of the Bar of the State of New York, with a lucrative solo practice specializing in trusts and estates.

5. Defendant is a willowy blonde who, until recently, was an office assistant at the above referenced law firm.

FACTS COMMON TO ALL CLAIMS

6. On or about March 6, plaintiff was engaged in minding his own business, a task he performed quite frequently and with much success.

* Professor of Legal Writing and Publisher, *Law Review*, New York Law School. M.F.A. University of Iowa, 1993; J.D. Harvard Law School, 1987; B.A. Amherst College, 1983.

7. At approximately 10:15 a.m., without formal introduction, defendant arrived at plaintiff's place of business.

8. Because plaintiff's professional life is greatly successful, he was not available to see defendant upon her immediate arrival. Nevertheless, after making her presence known by coughing loudly, plaintiff became acquainted with the defendant.

9. At that time, and all times relevant to the action herein, defendant represented that she was available and interested in plaintiff's work. Because plaintiff's secretary and his paralegal had recently left plaintiff's employ under circumstances that are the subject of several related judicial proceedings, plaintiff was seeking an office assistant as well as an employment attorney.

10. Although defendant had no background or experience in the law, she represented to plaintiff that she was a skilled and dedicated worker, in whose hands other employers had placed trust and confidence, and the keys to the women's lavatory.

11. Moreover, upon being apprised of the nature of the pending lawsuit brought by plaintiff's former employees, defendant expressed shock and dismay that plaintiff had been treated so unfairly, and further represented that she would never act in a manner that caused plaintiff undue pain and suffering.

12. In reliance upon defendant's representations, and because of his generally warm and charitable nature, plaintiff made defendant an offer of full-time, at-will employment. Defendant accepted the offer.

13. At first, defendant appeared regularly at work, and attempted to perform the tasks requested of her. Although lacking the skills required of an office assistant, defendant sought instruction from plaintiff, which plaintiff provided at a substantially reduced hourly rate, which he deducted from defendant's monthly remuneration.

14. Specifically, plaintiff showed defendant how to perform a variety of essential office tasks, including arranging Post-It™ notes into color coded piles, stacking paper clips by size and weight, using the thin rubber bands for thick stacks of copies (the thickness of the rubber should be inversely proportionate to the size of the

stack, plaintiff instructed defendant), and filling the coffee machine with bottled water rather than tap.

15. Indeed, it soon became apparent that defendant was growing increasingly fond of plaintiff. By way of illustration only, defendant's remarks to plaintiff included, but were not limited to, the following:

15(a). "You are such a sad, sad man. Do you do anything else except re-arrange your file cabinets all day long?"

15(b). "Is the refrigerator supposed to be filled with all these cans of Tang?"

15(c). "You remind me of my father. He died in a lobster trap accident."

15(d). "It's not the smell; it's the air of doom and gloom that hovers over everything."

16. The above cited remarks, among others, were made by defendant in order to evince the outward manifestations of an empathetic nature so as to appeal to plaintiff and cause him to eventually fall for defendant.

17. On or about June 1, plaintiff was contacted by a wealthy businessman in connection with the creation of a trust for the family canine. In order to demonstrate to this client the high level of professional service rendered by his office, plaintiff asked defendant to stock the conference room with Milk Bone™ brand dog biscuits. When the client arrived, defendant asked plaintiff which one was the dog and which was the pony. This remark, a play on the phrase "dog and pony show," created a jocular mood, the purpose of which was to create a private space detached from the quotidian details of legal practice, and to invite plaintiff inside.

18. That evening, after a successful meeting in which the client promised to "get back" to him, plaintiff invited defendant for a celebratory snack. Although most of the Milk Bone™ biscuits were gone, there were still several bunches of grapes, a good size hunk of blue cheese, and a handful of crackers available. Because of "left-over issues," defendant declined the food; nevertheless, she joined plaintiff in the conference room.

19. Plaintiff informed defendant that she could sit anywhere. Although there were many available chairs, defendant chose one

directly across from plaintiff. In that position, she could look into plaintiff's eyes without having to turn her head in one direction or the other. It was extremely disconcerting.

20. "So," said defendant. "What did you think of that meeting?"

21. "I thought it went well," said plaintiff.

22. "He seemed a little weird," said defendant. "The dog creeped me out."

23. "It was a perfectly ordinary dog."

24. "Not the dog." Her laugh had the effect of a train going into a tunnel: All the air got sucked out. Then she asked, "Don't you have any regular clients?"

25. "They are as regular as I can find."

26. At that point, defendant did a curious thing. She rose, came around the table, and stood extremely close to plaintiff. He looked up at her, and she bent down and touched him lightly on his forearm. "If you need something else," she said. "Let me know." Then she turned, and left the room.

27. Plaintiff sat in his chair for several moments. He was not a man for whom emotions came easily. His last relationship, with the aforementioned secretary, ended badly. In fact, it ended only after police intervention and a court order, which plaintiff is currently appealing. Finally, he got to his feet, walked outside, and spoke to defendant.

FIRST CAUSE OF ACTION (BREACH OF CONTRACT)

28. Plaintiff restates and re-alleges paragraphs 1 to 27 as if set forth herein.

29. On the evening of June 1, shortly before 5 pm, for good and valuable consideration, defendant made plaintiff an offer, the material terms of which were that defendant would be available for plaintiff's needs, provided he specified those needs in sufficient detail.

30. In reliance on that promise, plaintiff accepted defendant's offer.

31. Nevertheless, and in contravention of the clear provisions of the agreement between them, defendant refused to perform the bargained-for exchange. Instead, she told plaintiff that he had misunderstood her intentions and that there had not been a meeting of the minds.

32. In an attempt to induce partial performance and/or mitigate his damages, plaintiff urged defendant to reconsider her position. Specifically, plaintiff stated that defendant would not find a man to love her like he would no matter how far and wide she searched. She could sail the seven seas, scale the tallest mountain, cross a pit of fire, but a love like his would endure the roughest weather and last 'til the end of time.

33. Defendant responded, "You're nuts."

34. As a result of defendant's breach, plaintiff has been damaged in an amount to be determined at trial.

SECOND CAUSE OF ACTION (INTENTIONAL INFLICTION OF
EMOTIONAL DISTRESS)

35. Plaintiff restates and re-alleges paragraphs 1 - 34 as if set forth herein.

36. After refusing to perform her obligations under the contract at issue, defendant informed plaintiff she was leaving the office.

37. Plaintiff objected to defendant's departure, and reminded her that she was still a full time employee of his law firm, obligated to remain at the firm until normal closing time; viz., 5:30 p.m. At which point, defendant quit.

38. "You can't quit," said plaintiff.

39. "I just did," said defendant.

40. Plaintiff pursued defendant as she packed up her few belongings, donned her coat, and walked quickly toward the elevator banks. "Leave me alone!" defendant shouted, in a voice designed to draw attention and cause curious onlookers to stick their heads out of their own offices, which they did.

41. The elevator arrived, and defendant stepped inside. Plaintiff attempted to follow her, but defendant pushed the “door closed,” button, which had the effect of banging the doors against plaintiff’s elbow. The contact with plaintiff’s person, however, caused the doors to re-open and gave plaintiff just enough time to slip inside. Defendant then pushed the “alarm” button on the panel inside the elevator. An alarm sounded, but the doors closed, and the elevator continued to operate.

42. Down, down, down they went. Defendant’s arms folded across her heart. Plaintiff nursing an injured elbow. When he tried to speak, defendant threatened to scream. Two elderly women and a delivery boy watched as if at a ping pong match. They reached the lobby, the doors opened, and defendant sprinted across the marble toward the street.

43. “Help me!” defendant cried as she passed two burly security guards.

44. Defendant knew, or reasonably should have known, that her actions would cause plaintiff extreme emotional distress, unbearable angst, and a ringing headache.

THIRD CAUSE OF ACTION (TRADE LIBEL)

45. Plaintiff restates and re-alleges paragraphs 1 - 44 as if set forth herein.

46. Upon regaining consciousness, plaintiff found himself at a police station with jurisdiction over Midtown East. His head throbbled as if he had been clubbed with a heavy wooden stick which, in fact, he had. His mouth felt dry, and several of his teeth were loose. He was handcuffed to a chair.

47. “Had a good sleep, buddy?” asked the desk sergeant on duty.

48. “I demand that you release me forthwith,” said plaintiff.

49. “Can it, counsel. Save that legal mumbo-jumbo for the magistrate.”

50. Despite the weight of precedent, plaintiff could not convince the sergeant to un-cuff him. Instead, he sat through a long, laborious night, witnessing a mournful parade of fare-beaters,

three-card monte dealers, and squeegee men. Each of them asked plaintiff for his business card, which he dutifully proffered upon request.

51. The next morning, the police released plaintiff on his own recognizance, but not before taking his shoelaces, belt, and a rope bracelet he wore as a commemorative trinket from a trip to Wellfleet, Massachusetts, with his father in 1977.

52. Shortly thereafter, plaintiff began to receive telephone calls from men named "Mal," "Chuck-A," and "Big Easy E." These men represented that they had found plaintiff's phone number on a bathroom stall, and that they required legal advice. Although plaintiff tried to respond to these queries, the phone calls ended with the men cursing his acumen, and hanging up.

53. As a result, plaintiff's reputation in the community has suffered, and he has been forced to earn his living by operating a comestible cart in front of Pennsylvania Station.

WHEREAS, Plaintiff prays for the following relief:

- a) A declaration that defendant has breached the contract at issue.
- b) Monetary damages in an amount to fairly compensate plaintiff for his pain and suffering.
- c) An injunction requiring Mal, Chuck-A, and Big Easy E to stop calling him.
- d) Such other and further relief as the court may find just, equitable, and fit to mend a broken heart.