

**IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF ILLINOIS
EASTERN DIVISION**

DEBORAH NETTER, individually)
and on behalf of all others similarly)
situated,)

Plaintiff,)

v.)

**GREG MORTENSON, DAVID OLIVER)
RELIN, and PENGUIN GROUP (USA),)
INC.**, a Delaware Corporation,)

Defendants.)

Case No.

JURY TRIAL DEMANDED

CLASS ACTION COMPLAINT

NOW COMES Plaintiff, DEBORAH NETTER, (“NETTER”), individually and on behalf of all others similarly situated, by and through her attorneys, Larry D. Drury, Ltd., and Robert A. Langendorf, P.C., and, complaining against Defendants, GREG MORTENSON (“MORTENSON”), DAVID OLIVER RELIN (“RELIN”), and PENGUIN GROUP (USA), INC. (“PENGUIN”), (collectively, “Defendants”), states as follows:

INTRODUCTION

1. MORTENSON, RELIN and PENGUIN, their publisher, captured the hearts and minds of Plaintiff and book lovers nationwide, duping them into buying “*Three Cups of Tea*”, the authors’ and publisher’s depiction of MORTENSON’s life story of transitioning from mountain-climber to humanitarian.

2. Heavily promoted, *Three Cups of Tea*, and its sequel, *Stones into Schools*, have made millions of dollars from book sales and public speaking fees for MORTENSON, and

charitable donations to MORTENSON's charity, the Central Asia Institute ("CAI"). The book sales are directly attributable to the book's self-styled purported genuine accounts of MORTENSON's true life story. Though the book has been marketed since as early as 2006 by Defendants as non-fiction and is self-styled as an inspirational memoir of "a real-life Indiana Jones and his remarkable humanitarian campaign in the Taliban's backyard", recent media disclosures have exposed that key accounts in the book amount to nothing more than pure fabrication.

3. Plaintiff seeks relief for herself and all other individuals or entities, who purchased *Three Cups of Tea* and did not get what they paid for, but instead, were wrongly induced by each of the Defendants to buy a phony and fictional story as opposed to the truth.

JURISDICTION AND VENUE

4. This Court has original jurisdiction in this case pursuant to the Class Action Fairness Act of 2005. Pub. L. No. 109-2, 119 Stat. 4 (codified in scattered sections of 28 U.S.C.) ("CAFA") because at least one member of the proposed class has a different citizenship from a defendant and the total matter in controversy exceeds \$5,000,000. Thus, this Court also has subject matter jurisdiction over this action pursuant to 28 U.S.C. §1332.

5. Venue is proper in this Court as the Northern District of Illinois is the District in which the complainant resides, is the District where a substantial part of the events or omissions giving rise to the claim occurred, and is a District in which the Defendants conduct business activities.

PARTIES

6. At all relevant times, Plaintiff NETTER resided in Lake County, Illinois.

NETTER, a former teacher and avid reader, purchased the paperback edition of *Three Cups of Tea*, published by PENGUIN, in or about January 2011, at Barnes & Noble in Deer Park, Illinois.

7. Defendant VIKING PENGUIN, a member of PENGUIN GROUP (USA), INC. is a Delaware corporation with its principal place of business located in New York County, New York City, New York. PENGUIN, a well-known publishing house that readers generally trust and respect, promoted, marketed, published, represented and caused to be sold, the book, *Three Cups of Tea*, on behalf of itself and the other Defendants, to and for consumption by Plaintiff and the Class, as a real-life true and honest work of non-fiction. PENGUIN undertook said acts in Lake County, Illinois, and elsewhere, continuously transacts business in the State of Illinois and has profited from said acts and conduct.

8. Defendant MORTENSON, has been and is a resident of Bozeman, Montana, is a co-author and subject of *Three Cups of Tea* and is, with respect to the conduct herein alleged, an agent of the publisher, PENGUIN, in writing, promoting, marketing and representing the book as a real-life, true and honest work of non-fiction. MORTENSON undertook said acts in Lake County, Illinois, and elsewhere, and continuously transacts business in Illinois in that, at all relevant times, he has profited from sales of the book, represented as described herein, in Illinois. On information and belief, MORTENSON received a cash advance from PENGUIN for the sale of the book and receives a portion of the profits from the sales of the book, in addition to promoting donations to his charitable organization, CAI, from which he benefits.

9. Defendant, RELIN, has been and is a resident of Portland, Oregon, is a co-author of *Three Cups of Tea* and is, with respect to the conduct herein alleged, an agent of PENGUIN, in

writing, promoting, marketing and representing the book as a real-life, true and honest work of non-fiction. RELIN undertook said acts in Lake County, Illinois, and elsewhere, and continuously transacts business in Illinois in that, at all relevant times, he has profited from the sales of the book, represented as described herein, in Illinois. On information and belief, RELIN received a cash advance from PENGUIN for the sale of the book and receives a portion of the profits from sales of the book.

SUBSTANTIVE ALLEGATIONS

10. At all times relevant herein, *Three Cups of Tea* is styled and has been advertised, marketed, and promoted by the Defendants as a non-fictional account of MORTENSON's real-life as a mountaineer turned humanitarian.

11. The original hardback edition of *Three Cups of Tea* was released by PENGUIN in 2006 and a paperback edition was subsequently released by PENGUIN in 2007. A sequel to *Three Cups of Tea*, titled *Stones into Schools* was released in 2009 by Viking Press.

12. On the back cover of *Three Cups of Tea*, Defendants represent the book as being “The astonishing, uplifting story of a real-life Indiana Jones and his remarkable humanitarian campaign in the Taliban’s backyard.” The Defendants thereon further represent:

In 1993 a mountaineer named Greg Mortenson drifted into an impoverished Pakistan village in the Karakoram mountains after a failed attempt to climb K2. Moved by the inhabitants’ kindness, he promised to return and build a school. Three Cups of Tea is the story of that promise and its extraordinary outcome. Over the next decade Mortenson built not just one but fifty-five schools—especially for girls—in the forbidding terrain that gave birth to the Taliban. His story is at once a riveting adventure and a testament to the power of the humanitarian spirit.

13. On PENGUIN’s website, Defendants represent *Three Cups of Tea* as being a true story and non-fictional account of MORTINSON’s life experiences:

Three Cups of Tea is the true story of one of the most extraordinary humanitarian missions of our time. In 1993, a young American mountain climber named Greg Mortenson stumbles into a tiny village high in Pakistan's beautiful and desperately poor Karakoram Himalaya region. Sick, exhausted, and depressed after a failing to scale the summit of K2, Mortenson regains his strength and his will to live thanks to the generosity of the people of the village of Korphe. Before he leaves, Mortenson makes a vow that will profoundly change both the villagers' lives and his own—he will return and build them a school.

The book traces how Mortenson kept this promise (and many more) in the high country of Pakistan and Afghanistan, despite considerable odds. The region is remote and dangerous, a notorious breeding ground for Al Qaeda and Taliban terrorists. In the course of his work, Mortenson was kidnapped and threatened with death. He endured local rivalries, deep misunderstandings, jealousy, and corruption, not to mention treacherous roads and epic weather. But he believed passionately that balanced, non-extremist education, for boys and girls alike, is the most effective way to combat the violent intolerance that breeds terrorism. To date, Mortenson's Central Asia Institute has constructed fifty-five schools, and his work continues.

(http://us.penguin.com/static/rguides/us/three_cups_of_tea.html; Accessed June 7, 2011).

14. The Defendants, via the aforesaid, as well as other, text and advertisements appearing on and in *Three Cups of Tea* itself, MORTENSON's numerous media interviews and public speaking appearances, and the Defendants' uniform representations of the book for media sales, have, at all relevant times, mutually and individually represented, marketed, and promoted the book to Plaintiff and the Class solely as a true, genuine story and work of non-fiction.

15. Without objection from any of the Defendants at any time, and at their request and as a result of their own listings, the book was featured on the New York Times' paperback non-fiction best seller list and in numerous major book stores and media outlets (e.g., Amazon.com) in the non-fiction category and as a real-life true and honest story. The paperback edition of the book remained a number one New York Times best seller for three years after its release.

16. On PENGUIN's website, the Defendants also promote *Three Cups of Tea* as winning, amongst other awards, the Kiriyaama Prize Nonfiction Award, Pacific Northwest Booksellers Association – Nonfiction Award, and Dayton Literary Prize Nonfiction Award – Runner up (<http://us.penguin.com/nf/Book/BookDisplay/0,,9780143038252,00.html>; Accessed June 7, 2011).

17. On information and belief, *Three Cups of Tea* has been translated into at least 47 different languages and over four million copies have been sold.

18. On April 17, 2011, CBS News' 60 Minutes broadcasted a story in which it outlined serious inaccuracies in *Three Cups of Tea* and *Stones into Schools*, as well as financial improprieties in the operation of CAI. In particular, CBS News disputed MORTENSON's claim that he got lost near K2 and ended up in Korphe, that he was captured by the Taliban in 1996, whether the number of schools built and supported by CAI is accurate, and the propriety in the use of CAI funds for MORTENSON's book tours. 60 Minutes made the following allegations:

The story recounted in *Three Cups of Tea* about MORTENSON getting lost on the way down from K2, stumbling into Korphe, and promising to build a school did not actually take place.

The story recounted in *Stones into Schools* about MORTENSON's capture by the Taliban did not occur. His purported kidnappers state he was a guest and the Taliban did not exist in the country at that time.

Schools Central Asia Institute claims to have built either have not been built, have been built and abandoned, are currently used for other purposes such as grain storage, or have not been supported by CAI after they were built; and,

The amount of money Central Asia Institute spends on MORTENSON's books and travel expenses during his speaking tours, including hiring private jets, is excessive relative to other comparable institutions.

19. On April 18, 2011, Jon Krakauer, who was interviewed for the April 17, 2011 CBS 60 Minutes Broadcast, also released an online article “*Three Cups of Deceit: How Greg Mortenson, Humanitarian Hero, Lost His Way*” (“*Three Cups of Deceit*”). In *Three Cups of Deceit*, Krakauer criticizes the Defendants’ representations in *Three Cups of Tea* and *Stones into Schools* as well as the financials of the Central Asia Institute. Krakauer states:

Mortenson didn’t really stumble into Korphe after taking a wrong turn on his way down from K2. He wasn’t lovingly nursed back to health in the home of Haji Ali. He set no villagers’ broken bones....[he] did not put his hands on Haji Ali’s shoulders and promise to build a school. In fact, [he] would not even make the acquaintance of Haji Ali, or anyone else in Korphe, until more than a year later, in October 1994, under entirely different circumstances.

The first eight chapters of *Three Cups of Tea* are an intricately wrought work of fiction presented as fact....*Three Cups of Tea* has much in common with *A Million Little Pieces*, the infamous autobiography by James Frey that was exposed as a sham. But Frey, unlike Mortenson, didn’t use his phony memoir to solicit tens of millions of dollars in donations from unsuspecting readers....

“Taking great personal risks to seed the region that gave birth to the Taliban with schools, Mortenson goes to war with the root causes of terror every time he offers a student a chance to receive a balanced education, rather than attend an extremist *madrassa*.” This trope, from the introduction to *Three Cups of Tea*, is brandished by Mortenson as a central theme in all of his books and in most of his public utterances. The message he seeks to convey is that CAI schools are typically built in areas where fundamentalist madrassas are ubiquitous, and that his schools prevent the nearby madrassas from transforming kids into suicide bombers.

This simply is not true, and Mortenson knows it isn’t true. Only a small fraction of his schools are found in locales that might be characterized as breeding grounds for terrorists...

CAI has become proficient at erecting schools off the beaten path, and Mortenson deserves praise for that. But filling those schools with effective teachers and actually educating children turn out to be much more difficult than constructing schoolrooms. On this front, Mortenson has delivered far less than he has professed.

Even more alarming is the fact that a significant number of CAI schools exist only on paper. The CAI website, for example, lists eight schools that have been completed in Afghanistan's Konar Province; during his Charlie Rose interview, Mortenson claimed he'd built eleven schools there. At that time, he had built only three schools in Konar; in the months since, he has built a fourth.

Many CAI schools that actually did get built, moreover, were later abandoned due to lack of CAI support. "Ghost schools," they're called by the disillusioned residents of Baltistan, where at least eighteen CAI buildings now stand empty. No one, not even Mortenson, knows exactly how many CAI projects exist as ghost schools, or simply never existed in the first place, because he has repeatedly subverted efforts by his Montana-based staff to track effectively how many schools have been built, how much each school actually costs, and how many schools are up and running. For the CAI staff to gather such crucial information, Mortenson would have to accurately account for how he spends CAI funds—something he has never been willing to do.

Instead, for years the CAI books have been cooked to order.

Jon Krakauer. *Three Cups of Deceit: How Greg Mortenson, Humanitarian Hero, Lost His Way*.

Byliner. 2011. Pp. 7, 44-49. (Accessed online on June 7, 2011;

http://www.google.com/url?sa=t&source=web&cd=5&ved=0CDoQFjAE&url=http%3A%2F%2Fimages.bimedia.net%2Fdocuments%2FThree_Cups_of_Deceit_Jon_Krakauer.pdf&ei=Pq7vTeKfAaup0AH9jNnyDA&usg=AFQjCNECjUryVyEXxLXAGj_jCUIDYUm0Iw).

20. Following the CBS 60 Minutes Broadcast and publishing of Krakauer's article, MORTENSON was interviewed by *Outside Magazine*. MORTENSON denied Krakauer's allegations that he had not set foot in Korphe in September 1993, but acknowledges "clear discrepancies" between the main story revolving around Korphe in *Three Cups of Tea* and what truly occurred. Rather than spending a few days in Korphe, MORTENSON admits he spent only a few hours there after his descent from K2. MORTENSON further admits "there was quite a bit of literary compression going on" throughout that story and that his inspirational promise to Hajj Ali

in “[t]he second scene in Korphe about building a school happened in September 1994, a year later.” (Alex Heard. “Greg Mortenson Speaks”. *Outside Magazine*, published April 24, 2011, accessed on May 17, 2011, <https://www.ikat.org/2011/04/24/greg-mortenson-speaks/>.)

21. In the *Outside Magazine* interview, MORTENSON also backtracks in regards to being “kidnapped” by the “Taliban”. Rather than being “kidnapped”, MORTENSON defends his accounts written in *Three Cups of Tea* and *Stones into Schools* by claiming he was instead “detained” and acknowledged he did not know if the individuals involved were Taliban or not; all he knew was that he “was in the area where the Taliban had originated”. (Alex Heard. “Greg Mortenson Speaks”. *Outside Magazine*. Published April 24, 2011. Accessed on May 17, 2011, <https://www.ikat.org/2011/04/24/greg-mortenson-speaks/>.)

22. *Three Cups of Tea* and *Stones into Schools* are not non-fiction, they are exaggerated and fictionalized stories of events that did not occur as they are portrayed and written, or at all, and, as such, are fiction and not true stories as they have been promoted as by Defendants.

23. Defendants and each of them knew and/or should have known of the fictionalized-basis for the aforesaid books and stories prior to advertising, marketing, promoting, publishing, selling, or distributing of said books to Plaintiff and the Class.

24. Plaintiff and the Class purchased *Three Cups of Tea*, and many of them, too, spent time reading it, all the while expecting to receive an inspiring true tale of non-fiction. As a direct and proximate result of the Defendants’ phony marketing and representations promoting the book as a true and honest work of non-fiction, Plaintiff and the Class have been damaged and deceived.

CLASS ALLEGATIONS

25. Pursuant to Fed. R. Civ. P. 23(b)(3), Plaintiff brings this class action on behalf of herself and all members of the following class (the “Class”):

All consumers throughout the United States that purchased *Three Cups of Tea* in any form or media (e.g. hardcover, paperback, audio book, audio download, e-book download) from January 1, 2006 to the date of judgment.¹

26. The Class is comprised of millions of consumers, making the joinder of such cases impracticable. Disposition of the claims in a class action will provide substantial benefits to both parties and the Court.

27. The rights of each member of the Class were violated in a similar fashion based upon the Defendants’ uniform actions and/or failures.

28. Questions of law and fact common to the class predominate over questions that may affect individual class members, including, without limitation, the following:

- A. Did the Defendants fabricate key portions of *Three Cups of Tea*?
- B. Did the Defendants breach their contracts with the Plaintiff and the Class?
- C. Did the Defendants intend that Plaintiff and the Class rely on the depiction of the book as a real-life true and honest work of non-fiction in deciding to buy the book?
- D. Were Plaintiff and the Class damaged by virtue of the Defendants’ herein alleged conduct, in violation of the Illinois Consumer Fraud Act and the similar laws of other states?
- E. Were each of the Defendants unjustly enriched by their herein alleged conduct?

¹ Excluded from the Class are the Defendants’, the Defendants’ agents, subsidiaries, parents, successors, predecessors, and any entity which the Defendants or their parents have a controlling interest and their current and former employees, officers, and directors, the Judge or Magistrate Judge to whom this case is assigned and the Judge’s or Magistrate Judge’s immediate family, the persons who execute and file a timely request for exclusion, and the legal representatives, successors, or assigns of any such excluded person.

29. Plaintiff's claims are typical of those of the Class and Plaintiff will fairly and adequately protect the interests of the Class; Plaintiff's interests are not antagonistic to those of the Class, and Plaintiff has retained counsel competent and experienced in class action litigation.

30. This case will not be unmanageable as a class action; indeed, the facts of this case are particularly conducive to a class action, in that Plaintiff alleges that she and the Class were damaged by the same, uniformly represented wrongful conduct.

**COUNT I: VIOLATION OF THE ILLINOIS CONSUMER FRAUD
AND DECEPTIVE BUSINESS PRACTICES ACT, 815 ILCS § 505, ET SEQ.**

1 – 30. Plaintiff re-alleges and incorporates by reference Paragraphs 1 – 30 of this Class Action Compliant as if fully set forth herein as Paragraphs 1 – 30 of Count I.

31. Plaintiff, individually and on behalf of the Class, brings this cause pursuant to the Illinois Consumer Fraud and Deceptive Business Practices Act (“ICFA”), 815 ILCS §505, *et. seq.*, and the similar deceptive practices and consumer protection acts of other states, which are designed to protect consumers against deceptive or fraudulent business practices.

32. ICFA prohibits false, deceptive, misleading and unfair acts or practices, “...including but not limited to the use or employment of any deception, fraud, false pretense, false promise, misrepresentation or the concealment, suppression or omission of any material fact, with intent that others rely upon the concealment, suppression or omission of such material fact...” 815 ILCS § 505/2.

33. At all relevant times, Plaintiff and the other Class members were consumers or persons within the meaning of ICFA.

34. Each of the Defendants, mutually and on their own behalf, via their publishing and marketing campaign for the book including without limitation, via instructing retailers and sellers to sell and list the book in the category of non-fiction and/or memoir, via their representations and promotions on/in the book, and via MORTENSON's numerous media interviews (e.g., newspapers and television) and public appearances, uniformly misrepresented the work as a non-fiction true story and uniformly failed to disclose that the book was actually fiction – in order to create a marketable and profitable book product and increase book sales.

35. The Defendants' acts, misrepresentations and omissions as stated above occurred during the course of trade and commerce within the meaning of ICFA.

36. The Defendants each reasonably knew and intended that Plaintiff and the Class rely on the Defendants' said depiction of the book as non-fiction and/or a true story, in order to induce Plaintiff and the Class to purchase and read the book.

37. Plaintiff expected to receive a true nonfiction story because, by the time she purchased the book, she had viewed the Defendants' marketing and promotion of the book as a work of non-fiction, i.e., including the Defendants' representations and omissions contained on/in the book, and the listing of the book for sale in the category of non-fiction. The putative Class members, too, expected to receive a true non-fiction story after being exposed to the Defendants' same marketing and promotional campaign, which, by design, conveyed the single-minded, and very profitable message that the book was in fact a true story as written.

38. The Defendants' acts, misrepresentations and omissions as described herein (i.e., portraying the book as a true non-fiction story), are false pretenses and material facts which induced Plaintiff and the Class to buy (and/or read) the books. For example, had Plaintiff and the

Class members known of these wrongful practices and known that the book was not a true and accurate account of MORTENSON's life; they would never have purchased the book.

39. The Defendants, by uniformly concealing, misrepresenting and failing to disclose any of the aforementioned material facts, by the marketing the sale of the book under false pretense, and by engaging in the conduct alleged herein, proximately caused damage to Plaintiff and the Class who, by virtue of said conduct, did not buy (or get to read) what they reasonably expected.

40. The Defendants' mutual misrepresentation of the book as a true and honest work of non-fiction, and concealment of crucial non-true stories that were built-in to dramatize the book, constitutes a deceptive practice and false promise and false pretense for purposes of selling the book to induce sales, in violation of ICFA.

COUNT II: BREACH OF CONTRACT

1 – 40. Plaintiff realleges and incorporates by reference Paragraphs 1 – 40 of this Class Action Complaint as if fully set forth herein Count II.

41. Count II of this Class Action Complaint is pled in the alternative to Count III.

42. Each of the Defendants, as alleged herein, mutually and collectively marketed, advertised, promoted, sold, distributed and/or otherwise offered the book, *Three Cups of Tea*, to Plaintiff and the Class as a true non-fiction story.

43. Plaintiff and the Class accepted the Defendants' offer and paid consideration for the book (including applicable taxes) as represented, i.e., as non-fiction.

44. The Defendants breached their contracts with the Plaintiff and the Class, in that, in truth and in fact, *Three Cups of Tea* is not non-fiction and is riddled with falsehoods and untruths.

45. As a direct and proximate result of the Defendants' aforesaid breach and conduct, Plaintiff and the Class have been damaged, including, but not limited to, by not receiving what they paid for when they purchased the book, and by spending time and money reading said book and/or making additional purchases or donations as a result of their beliefs that it was a true story.

COUNT III: BREACH OF IMPLIED CONTRACT

1 – 40. Plaintiff realleges and incorporates by reference Paragraphs 1 – 40 of this Class Action Complaint as if fully set forth herein Count III.

46. Count III of this Class Action Complaint is pled in the alternative to Count II.

47. By advertising, marketing and promoting *Three Cups of Tea* as non-fiction and a true story, said characteristics of said book became an implied contractual condition of sale upon Plaintiff and the Class agreeing to purchase the book. Plaintiff and the Class relied on the Defendants' claims that the stories found in the book were, in fact, non-fiction.

48. Defendants' breached their contracts with Plaintiff and the Class by selling Plaintiff and the Class a book that was in fact not a true, accurate and genuine story of MORTENSON's life experiences following his failed attempt at climbing K2, but in actuality was pure fiction.

49. As a direct and proximate result of the Defendants' aforesaid breach and conduct, Plaintiff and the Class have been damaged, including, but not limited to, by not receiving what they paid for when they purchased the book, and by spending time and money reading said book and/or making additional purchases or donations as a result of their beliefs that it was a true story.

COUNT IV: UNJUST ENRICHMENT

1 – 49. Plaintiff hereby realleges and incorporates by reference paragraphs 1 – 49 of this Class Action Complaint as if fully set forth herein Count IV.

50. Plaintiff pleads this Count alternatively, as follows: as required by law in the alternative to Plaintiff's breach of contract claim; as a stand-alone unjust enrichment claim; an unjust enrichment claim rooted in violation of the ICFA, and/or as a breach of contract implied in law and/or fact.

51. The Defendants, to the detriment of Plaintiff and the Class, have benefited and have been unjustly enriched by their above-described conduct in which they falsely and/or fraudulently marketed, promoted, advertised, sold, and distributed Three Cups of Tea a true story and under the guise of a non-fiction piece of work when in fact they knew and/or should have known that, as written, it is not non-fiction.

52. The Defendants have voluntarily accepted and unjustly retained these benefits, received from Plaintiff and the Class, including, but not limited to, profits from the sales of approximately 4 million books and unknown other amounts garnered as a result of book tours and other promotional events produced by Defendants.

53. The circumstances described herein are such that it would be inequitable, unconscionable, unfair, unlawful and unjust for the Defendants to retain these ill-begotten benefits without paying the value thereof to the Plaintiff and the Class.

54. As a result of the Defendants unjust enrichment, Plaintiff and the Class are entitled to restitution and/or have suffered and will suffer damages.

COUNT V: ACCOUNTING & INJUNCTIVE RELIEF

1 – 54. Plaintiff hereby realleges and incorporates by reference Paragraphs 1 – 54 of this Complaint as if fully set forth herein Count V.

55. The Defendants should account for all monies improperly collected from the wrongful sales of the book, should have a constructive trust imposed on said monies until further order of the Court, should disgorge all profits collected from the sale of the book and should be enjoined from continuing the sale of same.

56. The true monetary amounts garnered from the Defendants' aforesaid wrongful conduct is only ascertainable from a detailed review of Defendants accounting records and finances and Plaintiff and the Class would otherwise be unable to determine the actual damages suffered and/or amounts unjustly retained by Defendants and have no adequate remedy at law.

57. Further, Defendants should be enjoined from continuing to market said book as a piece of non-fiction and/or as a true story, so as to prevent future losses by consumers. No remedy at law is otherwise available to remedy this pending harm to said consumers.

PRAYER FOR RELIEF

Wherefore, Plaintiff, individually and on behalf of all others similarly situated, prays that this Honorable Court:

- A. Certify this case as a class action, and appoint Plaintiff DEBORAH NETTER as class representative and Plaintiff's counsel, Larry, D. Drury of LARRY D. DRURY, LTD., as lead class counsel and Robert A. Langendorf of Robert A. Langendorf, P.C., as class counsel;
- B. Award such damages and equitable relief to Plaintiff and the Class as the Court deems appropriate;
- C. Find that each of the Defendants violated the Illinois and Consumer Fraud and Deceptive Business Practices Act, and like and similar laws, breached their

