

**IN THE CIRCUIT COURT OF THE TWELFTH
JUDICIAL CIRCUIT, WILL COUNTY, ILLINOIS**

HANAN SHAHEEN, individually and as Special
Administrator of the Estate of WADEE)
ALFAYOUMI, deceased,)

Plaintiff,)

v.)

JOSEPH M. CZUBA,)

MARY E. CZUBA,)

DISCERNING PROPERTY)
MANAGEMENT, LLC. an Illinois Corporation,)

DANIEL CZUBA,)

Serve:)

465 E Roosevelt Rd)
West Chicago, IL 60185)

and)

DANIEL AND ASSOCIATES REAL ESTATE,)
INC., an Illinois Corporation.)

Serve:)

Daniel Czuba)
465 E Roosevelt Rd)
West Chicago, IL 60185)

Defendants.)

Case No. 2023 LA 000850

JURY TRIAL DEMANDED

FIRST AMENDED COMPLAINT

Plaintiff Hanan Shaheen, individually and as Special Administrator of the Estate of
Wadee Alfayoumi, deceased, by and through her attorneys, for her First Amended Complaint
against Defendants Joseph M. Czuba, Mary E. Czuba, Discerning Property Management, LLC,
Daniel Czuba, and Daniel and Associates Real Estate, Inc. pleads as follows:

PARTIES

1. Plaintiff Hanan Shaheen is an Illinois resident and, at all times relevant, was a tenant and resided at 16201 S. Lincoln Highway, Plainfield, Illinois 60586.

2. Plaintiff Hanan Shaheen is and was the natural mother of Wadee Alfayoumi, deceased. Wadee was a resident of Illinois and resided with Plaintiff Hanan Shaheen at 16201 S. Lincoln Highway, Plainfield, Illinois 60586.

3. Defendant Joseph M. Czuba is an Illinois resident and, at all times relevant, resided at 16201 S. Lincoln Highway, Plainfield, Illinois 60586.

4. Defendant Mary E. Czuba is an Illinois resident and, at all times relevant, resided at 16201 S. Lincoln Highway, Plainfield, Illinois 60586.

5. Defendant Discerning Property Management, LLC (“Defendant Discerning”) is an Illinois corporation with its principal location and place of business located at 16201 S. Lincoln Highway, Plainfield, Illinois 60586.

6. At all times relevant, Defendants Joseph and Mary Czuba were the owners, managers, and agents of Defendant Discerning acting in the course and scope of their management and agency.

7. Defendant Daniel Czuba is an Illinois resident and, upon information and belief, resides at 465 E Roosevelt Rd, West Chicago, Illinois 60185.

8. Defendant Daniel and Associates Real Estate (“Defendant Daniel Real Estate”) is an Illinois corporation with its principal location and place of business located at 465 E Roosevelt Rd, West Chicago, Illinois 60185.

9. At all times relevant, Defendant Daniel Czuba was the owner, manager, chief executive officer, and agent of Defendant Daniel Real Estate and was acting in the course and scope of his ownership, management, executive functions, and agency.

ALLEGATIONS

A. The Czuba Property

10. Defendants Joseph and Mary Czuba resided at 16201 S. Lincoln Highway, Plainfield, Illinois 60586 (hereinafter “the Czuba house”), which was multi-level home that was renovated to include a separated living space for lease.

11. At all times relevant, Defendants Joseph and Mary Czuba were lawfully married.

12. Defendants Joseph and Mary Czuba leased and rented the space in the Czuba house through Defendant Discerning, which was a property management limited liability company formed and operated by Defendants Joseph and Mary Czuba.

13. Hanan found the Czuba house and the rental space through Defendant Joseph Czuba’s brother, Defendant Daniel Czuba, and Defendant Daniel Czuba’s company, Defendant Daniel Real Estate.

14. Despite knowing of his brothers violent tendencies, temper, and prejudiced beliefs against Arabs and Muslims, Defendant Daniel Czuba informed Hanan of the Czuba house and rental space and negligently recommended that Hanan rent the living space in the Czuba house from his brother, Joseph Czuba. Subsequently, Hanan and Wadee moved into the Czuba house as tenants.

15. Hanan and her son Wadee, both Palestinian and Muslim, lived in the rental space at the Czuba house for approximately two years leading up to October 2023.

B. The October 7, 2023 Hamas Attack on Israel

16. On October 7, 2023, Hamas launched an attack in Israel from the Gaza Strip, killing hundreds if not thousands of Israelis, including civilians.

17. The October 7 attack on Israeli civilians was widely published and reported in the United States media and throughout the world.

18. Following October 7th, Defendant Joseph Czuba became obsessed with, and routinely listened to, talk radio and other media discussing the October 7th attack, Palestine, and Muslim religion.

19. On or about October 11, 2023, Defendant Joseph Czuba told Defendant Mary Czuba that that he wanted Hanan and her son, Wadee, to move out of the Czuba house.

20. In the several days before October 14, 2023, Defendant Joseph Czuba told Defendant Mary Czuba that Hanan's "Palestinian friends" were going to harm them and that he was worried about the "National Day of Jihad."

21. At some time after October 7, 2023, and before October 14, 2023, the relationship between Defendant Joseph Czuba and his brother, Defendant Daniel Czuba, deteriorated as Defendant Joseph Czuba continued obsessing over the October 7th attack and his "fear" of Palestinians, including Plaintiff and her son, Wadee.

22. In the several days before October 14, 2023, Defendant Joseph Czuba approached Hanan and told her that "he hates Muslims" and continued referencing "you people", knowing that Hanan and her son were Palestinian.

23. Following the conversation with Defendant Joseph Czuba, Hanan informed Defendant Mary Czuba of the interaction, to which Defendant Mary Czuba told Hanan that

Hanan should not move out, but rather stated that Defendant Joseph Czuba should move out, and made assurance that Hanan and her son were safe.

24. On or about October 13, 2023, Defendant Joseph Czuba again approached Hanan and chastised her over her Palestinian descent and Muslim faith.

C. October 14, 2023 Attack

25. On October 14, 2023, Hanan was giving Wadee a bath in their rental space in the Czuba house when Defendant Joseph Czuba knocked on Hanan's door.

26. When Plaintiff opened the door, Defendant Joseph Czuba attacked Hanan and a struggle ensued. At some point during the struggle, Defendant Joseph Czuba stabbed Hanan several times with a knife.

27. Wadee witnessed the entire attack.

28. After stabbing Hanan, Defendant Joseph Czuba left the rental space.

29. Hanan managed to shut the door and call 911.

30. Before police could arrive, Defendant Joseph Czuba returned once more to Hanan's rental space and broke and/or barged through the door.

31. Defendant Joseph Czuba then attacked Wadee.

32. Defendant Joseph Czuba then stabbed Wadee 26 times with a knife.

33. Hanan was never able to check on, or see, Wadee because of her critical medical condition and injuries.

34. The last words Hanan heard Wadee say were "oh no".

35. Hanan found out at the hospital that Wadee was dead.

36. Wadee had just celebrated his 6th birthday several days before.

37. Hanan remained hospitalized for several days.

38. On and prior to October 14, 2023, Defendants Joseph Czuba, Mary Czuba, and Discerning Property Management had a duty to exercise reasonable care to their tenants, Hanan Shaheen and Wadee Alfayoumi at the Czuba house.

39. In the days leading up to, and on, October 14, 2023, Defendants Joseph Czuba, Mary Czuba, and Discerning Property Management failed to take reasonable care with Hanan Shaheen and Wadee Alfayoumi.

40. In the days leading up to, and on, October 14, 2023, it was reasonably foreseeable to Defendants Mary Czuba, Discerning Property Management, Daniel Czuba, and Daniel and Associates Real Estate that Joseph Czuba had extreme and violent thoughts and opinions towards Palestinians and Muslims, including Hanan and Wadee Alfayoumi, and presented a risk of foreseeable physical harm to Hanan Shaheen and Wadee Alfayoumi.

41. Defendants Mary Czuba, Discerning Property Management, Daniel Czuba, and Daniel and Associates Real Estate were indifferent and failed to warn Hanan Shaheen about Joseph Czuba's violent proclivities, thoughts, plans, and nature.

COUNT I
WRONGFUL DEATH – BATTERY
DEFENDANT JOSEPH M. CZUBA

42. Plaintiff hereby incorporates, repeats, and realleges the above-mentioned allegations as though fully set forth herein.

43. On October 14, 2023, Joseph Czuba thrust a knife into Wadee Alfayoumi's body 26 times.

44. Defendant Joseph Czuba acted with intent to make contact with the body of Wadee Alfayoumi.

45. At no time did Wadee Alfayoumi consent to any of the acts by Joseph Czuba.

46. As a direct result of the battery, Plaintiff's son, Wadee Alfayoumi, was killed. Wadee Alfayoumi suffered severe and needless discomfort, pain, and mental anguish until his death.

47. As a direct and proximate result of the injuries and death to Wadee Alfayoumi, Plaintiff was required to expend, incur, and become indebted for medical and other expenses. Further, Plaintiff has forever lost the love, services, consortium, comfort, instruction, guidance, counsel, and support of Wadee Alfayoumi. In addition, Plaintiff is entitled to all damages that Wadee Alfayoumi sustained before his death for which he would have been entitled to recover had he lived.

WHEREFORE, Plaintiff prays for judgment against Defendant Joseph Czuba in an amount in excess of Fifty Thousand (\$50,000.00), which is just, fair and adequate under the circumstances, for pre- and post-judgment interest as provided by law, and for her costs herein expended, and for such relief as the Court deems just under the circumstances.

COUNT II
SURVIVAL – BATTERY
DEFENDANT JOSEPH M. CZUBA

48. Plaintiff hereby incorporates, repeats, and realleges the above-mentioned allegations as though fully set forth herein.

49. On October 14, 2023, Joseph Czuba thrust a knife into Wadee Alfayoumi's body 26 times.

50. Defendant Joseph Czuba acted with intent to make contact with the body of Wadee Alfayoumi.

51. At no time did Wadee Alfayoumi consent to any of the acts by Joseph Czuba.

52. As a direct and proximate result of Defendant Joseph Czuba's intentional acts and battery, Wade Alfayoumi died on October 13, 2023. Wade suffered severe and needless discomfort, pain, and mental anguish until his death, subjecting Defendant Joseph Czuba to liability pursuant to 735 ILCS 5/27-6, the Illinois Survival Statute.

WHEREFORE, Plaintiff prays for judgment against Defendant Joseph Czuba in an amount in excess of Fifty Thousand (\$50,000.00), which is just, fair and adequate under the circumstances, for pre- and post-judgment interest as provided by law, and for her costs herein expended, and for such relief as the Court deems just under the circumstances.

COUNT III
BATTERY
HANAN SHAHEEN V. DEFENDANT JOSEPH CZUBA

53. Plaintiff hereby incorporates, repeats, and realleges the above-mentioned allegations as though fully set forth herein.

54. On October 14, 2023, Joseph Czuba physically assaulted, shoved, and pushed Hanan Shaheen and thrust a knife into Hanan Shaheen's body.

55. Defendant Joseph Czuba acted with intent to make contact with the body of Hanan Shaheen.

56. At no time did Hanan Shaheen consent to any of the acts by Joseph Czuba.

57. As a direct result of the battery, Plaintiff Hanan Shaheen suffered severe personal injury, fear, discomfort, pain, and mental anguish.

58. As a direct and proximate result of the injuries and Joseph Czuba's battery, Plaintiff was required to expend, incur, and become indebted for medical and other expenses.

WHEREFORE, Plaintiff Hanan Shaheen, individually, prays for judgment against Defendant Joseph Czuba in an amount in excess of Fifty Thousand (\$50,000.00), which is just,

fair and adequate under the circumstances, for pre- and post-judgment interest as provided by law, and for her costs herein expended, and for such relief as the Court deems just under the circumstances.

COUNT IV
NEGLIGENT MISREPRESENTATION
HANAN SHAHEEN V. MARY E. CZUBA AND DEFENDANT DISCERNING

59. Plaintiff hereby incorporates, repeats, and realleges the above-mentioned allegations as though fully set forth herein.

60. Defendant Mary Czuba, wife of Defendant Joseph Czuba, was an owner, manager, partner, employee and/or agent of Defendant Discerning, which leased the Czuba house rental space to Plaintiff Hanan Shaheen and her son, Wadee Alfayoumi. Defendant Mary Czuba, along with Joseph Czuba, lived at the Czuba house and were the landlords of the rental space where Plaintiff lived.

61. Defendant Mary Czuba was at all times relevant acting in the course and scope of her management, partnership, employment and agency with Defendant Discerning.

62. Defendants Mary Czuba and Discerning knew or had information regarding Joseph Czuba's beliefs, attitude, statements, and conduct, as described above, from which she, in the exercise of ordinary care, should have known created a high degree of probability of injury and/or death to Plaintiff and Wadee Alfayoumi.

63. Defendant Mary Czuba had actually knowledge about the above-mentioned derogatory and threatening remarks made by Defendant Joseph Czuba to Plaintiff Hanan Shaheen.

64. When Plaintiff Hanan Shaheen informed Mary Czuba of Defendant Joseph Czuba's statements, Defendant Mary Czuba instructed Plaintiff Hanan Shaheen not to move out and made assurances that Hanan and her son were safe.

65. Defendant Mary Czuba knew or should have known such statements and assurances were false and was careless and negligent in making such statements and assurances to Hanan Shaheen.

66. In making the statements and assurances that Plaintiff was safe to Plaintiff Hanan Shaheen, Defendant Mary Czuba intended to induce Plaintiff Hanan Shaheen and her son to remain as tenants of the Czuba house and to ensure that Plaintiff Hanan Shaheen and her son did not move out.

67. As a result of Defendant Mary Czuba's statements and assurances, Plaintiff Hanan Shaheen and her son remained in the Czuba house prior to the attack by Defendant Joseph Czuba.

68. As a direct and proximate result of Defendant Mary Czuba's negligent misrepresentation to Plaintiff Hanan Shaheen, Plaintiff Hanan Shaheen suffered severe personal injury, fear, discomfort, pain, and mental anguish.

69. As a direct and proximate result of the injuries and Defendant Mary Czuba's negligent misrepresentation, Plaintiff was required to expend, incur, and become indebted for medical and other expenses.

WHEREFORE, Plaintiff Hanan Shaheen, individually, prays for judgment against Defendant Mary Czuba and Defendant Discerning in an amount in excess of Fifty Thousand (\$50,000.00), which is just, fair and adequate under the circumstances, for pre- and post-

judgment interest as provided by law, and for her costs herein expended, and for such relief as the Court deems just under the circumstances.

COUNT V
WRONGFUL DEATH – NEGLIGENCE
MARY E. CZUBA

70. Plaintiff hereby incorporates, repeats, and realleges the above-mentioned allegations as though fully set forth herein.

71. Defendant Mary E. Czuba, wife of Defendant Joseph Czuba, was an owner, manager, partner, employee and/or agent of Defendant Discerning, which leased the Czuba house rental space to Plaintiff Hanan Shaheen and her son, Wadee Alfayoumi. Defendant Mary Czuba, along with Joseph Czuba, lived at the Czuba house and were the landlords of the rental space where Plaintiff lived.

72. Defendant Mary Czuba owed Plaintiff and her son, Wadee Alfayoumi, a duty to exercise reasonable care under the circumstances to protect the safety and wellbeing of Plaintiff and her son, Wadee Alfayoumi, and others lawfully on the Czuba property, including but limited to warning Plaintiff and Wadee Alfayoumi about Joseph Czuba's dangerous thoughts, proclivities, and intentions and the foreseeable harm that might be caused to Plaintiff and Wadee Alfayoumi.

73. Defendant Mary Czuba knew or had information regarding Joseph Czuba's beliefs, attitude, statements, and conduct, as described above, from which she, in the exercise of ordinary care, should have known created a high degree of probability of injury and/or death to Plaintiff and Wadee Alfayoumi.

74. Defendant Mary Czuba breached that duty in one or more of the following respects:

- a. Negligently, carelessly, and improperly failed to warn Hanan that Joseph Czuba presented an unreasonable risk of harm to Hanan and her son Wadee, despite knowing that Joseph Czuba intended to cause them violence;
- b. Negligently carelessly, and improperly permitted and allowed Joseph Czuba to have contact or presence in the same residence as Plaintiff and Wadee Alfayoumi in a manner that Defendant Mary Czuba knew or should have known was unsafe;
- c. Negligently, carelessly, and improperly failed to prevent or restrict Joseph Czuba's contact with Plaintiff and Wadee Alfayoumi;
- d. Negligently, carelessly, and improperly failed to supervise Joseph Czuba, who was an agent and employee of Defendant Discerning and Defendant Mary Czuba;
- e. Negligently, carelessly, and improperly failed to appreciate the threat that Joseph Czuba posed to Plaintiff and Wadee Alfayoumi;
- f. Negligently, carelessly, and improperly failed to adequately warn Plaintiff and Wadee Alfayoumi of the threat and risk that Joseph Czuba posed; and
- g. Such further negligent and careless acts as discovery and the evidence will reveal.

75. As a direct result of the negligence and carelessness of Defendant Mary Czuba, Plaintiff's son, Wadee Alfayoumi, was killed. Wadee Alfayoumi suffered severe and needless discomfort, pain, and mental anguish until his death.

76. As a direct and proximate result of the injuries and death to Wadee Alfayoumi, Plaintiff was required to expend, incur, and become indebted for medical and other expenses. Further, Plaintiff has forever lost the love, services, consortium, comfort, instruction, guidance, counsel, and support of Wadee Alfayoumi. In addition, Plaintiff is entitled to all damages that

Wadee Alfayoumi sustained before his death for which he would have been entitled to recover had he lived.

WHEREFORE, Plaintiff prays for judgment against Defendant Mary Czuba in an amount in excess of Fifty Thousand (\$50,000.00), which is just, fair and adequate under the circumstances, for pre- and post-judgment interest as provided by law, and for her costs herein expended, and for such relief as the Court deems just under the circumstances.

COUNT VI
SURVIVAL – NEGLIGENCE
MARY E. CZUBA

77. Plaintiff hereby incorporates, repeats, and realleges the above-mentioned allegations as though fully set forth herein.

78. Defendant Mary E. Czuba, wife of Defendant Joseph Czuba, was an owner, manager, partner, employee and/or agent of Defendant Discerning, which leased the Czuba house rental space to Plaintiff Hanan Shaheen and her son, Wadee Alfayoumi. Defendant Mary Czuba, along with Joseph Czuba, lived at the Czuba house and were the landlords of the rental space where Plaintiff lived.

79. Defendant Mary Czuba owed Plaintiff and her son, Wadee Alfayoumi, a duty to exercise reasonable care under the circumstances to protect the safety and wellbeing of Plaintiff and her son, Wadee Alfayoumi, and others lawfully on the Czuba property.

80. Defendant Mary Czuba knew or had information regarding Joseph Czuba's beliefs, attitude, statements, and conduct, as described above, from which she, in the exercise of ordinary care, should have known created a high degree of probability of injury and/or death to Plaintiff and Wadee Alfayoumi.

81. Defendant Mary Czuba breached that duty in one or more of the following respects:
- a. Negligently, carelessly, and improperly failed to warn Hanan that Joseph Czuba presented an unreasonable risk of harm to Hanan and her son Wadee, despite knowing that Joseph Czuba intended to cause them violence;
 - b. Negligently carelessly, and improperly permitted and allowed Joseph Czuba to have contact or presence in the same residence as Plaintiff and Wadee Alfayoumi in a manner that Defendant Mary Czuba knew or should have known was unsafe;
 - c. Negligently, carelessly, and improperly failed to prevent or restrict Joseph Czuba's contact with Plaintiff and Wadee Alfayoumi;
 - d. Negligently, carelessly, and improperly failed to supervise Joseph Czuba, who was an agent and employee of Defendant Discerning and Defendant Mary Czuba;
 - e. Negligently, carelessly, and improperly failed to appreciate the threat that Joseph Czuba posed to Plaintiff and Wadee Alfayoumi;
 - f. Negligently, carelessly, and improperly failed to adequately warn Plaintiff and Wadee Alfayoumi of the threat and risk that Joseph Czuba posed; and
 - g. Such further negligent and careless acts as discovery and the evidence will reveal.

82. As a direct result of the negligence and carelessness of Defendant Mary Czuba, Plaintiff was seriously and permanently injured and her son, Wadee Alfayoumi, was killed. Wadee suffered severe and needless discomfort, pain, and mental anguish until his death, subjecting Defendant Mary Czuba to liability pursuant to 735 ILCS 5/27-6, the Illinois Survival Statute.

WHEREFORE, Plaintiff prays for judgment against Defendant Mary Czuba in an amount in excess of Fifty Thousand (\$50,000.00), which is just, fair and adequate under the

circumstances, for pre- and post-judgment interest as provided by law, and for her costs herein expended, and for such relief as the Court deems just under the circumstances.

COUNT VII
NEGLIGENCE
HANAN SHAHEEN V. MARY CZUBA

83. Plaintiff hereby incorporates, repeats, and realleges the above-mentioned allegations as though fully set forth herein.

84. Defendant Mary E. Czuba, wife of Defendant Joseph Czuba, was an owner, manager, partner, employee and/or agent of Defendant Discerning, which leased the Czuba house rental space to Plaintiff Hanan Shaheen and her son, Wadee Alfayoumi. Defendant Mary Czuba, along with Joseph Czuba, lived at the Czuba house and were the landlords of the rental space where Plaintiff lived.

85. Defendant Mary Czuba owed Plaintiff Hanan Shaheen a duty to exercise reasonable care under the circumstances to protect the safety and wellbeing of Plaintiff Hanan Shaheen, and others lawfully on the Czuba property, including but limited to warning Plaintiff about Joseph Czuba's dangerous thoughts, proclivities, and intentions and the foreseeable harm that might be caused to Plaintiff and Wadee Alfayoumi.

86. Defendant Mary Czuba knew or had information regarding Joseph Czuba's beliefs, attitude, statements, and conduct, as described above, from which she, in the exercise of ordinary care, should have known created a high degree of probability of injury and/or death to Plaintiff and Wadee Alfayoumi.

87. Defendant Mary Czuba breached that duty in one or more of the following respects:

- a. Negligently, carelessly, and improperly failed to warn Hanan that Joseph Czuba presented an unreasonable risk of harm to Hanan, despite knowing that Joseph Czuba intended to cause them violence;
- b. Negligently carelessly, and improperly permitted and allowed Joseph Czuba to have contact or presence in the same residence as Plaintiff and Wadee Alfayoumi in a manner that Defendant Mary Czuba knew or should have known was unsafe;
- c. Negligently, carelessly, and improperly failed to prevent or restrict Joseph Czuba's contact with Plaintiff;
- d. Negligently, carelessly, and improperly failed to supervise Joseph Czuba, who was an agent and employee of Defendant Discerning and Defendant Mary Czuba;
- e. Negligently, carelessly, and improperly failed to appreciate the threat that Joseph Czuba posed to Plaintiff;
- f. Negligently, carelessly, and improperly failed to adequately warn Plaintiff and Wadee Alfayoumi of the threat and risk that Joseph Czuba posed; and
- g. Such further negligent and careless acts as discovery and the evidence will reveal.

88. As a direct and proximate result of the carelessness and negligence of Defendant Mary Czuba, Plaintiff Hanan Shaheen suffered severe personal injury, fear, discomfort, pain, and mental anguish.

89. As a direct and proximate result of the injuries and Defendant Mary Czuba's carelessness and negligence, Plaintiff was required to expend, incur, and become indebted for medical and other expenses.

WHEREFORE, Plaintiff Hanan Shaheen, individually, prays for judgment against Defendant Mary Czuba in an amount in excess of Fifty Thousand (\$50,000.00), which is just,

fair and adequate under the circumstances, for pre- and post-judgment interest as provided by law, and for her costs herein expended, and for such relief as the Court deems just under the circumstances.

COUNT VIII
WRONGFUL DEATH – NEGLIGENCE
DISCERNING PROPERTY MANAGEMENT, LLC

90. Plaintiff hereby incorporates, repeats, and realleges the above-mentioned allegations as though fully set forth herein.

91. Defendant Discerning, which was managed, owned, and/or controlled by Defendant Mary Czuba and Joseph Czuba, owned the Czuba house and rental space and leased the rental space to Plaintiff and her son, Wadee Alfayoumi.

92. At all times, Defendant Discerning acted through its managers, agents, servants, or employees acting within the course and scope of their employment, including but not limited to Defendants Mary and Joseph Czuba.

93. Defendant Discerning owed Plaintiff and her son, Wadee Alfayoumi, a duty to exercise reasonable care under the circumstances to protect the safety and wellbeing of Plaintiff and her son, Wadee Alfayoumi, and others lawfully on the Czuba house property.

94. Defendant Discerning knew or had information regarding Joseph Czuba's beliefs, attitude, statements, and conduct, as described above, from which it, in the exercise of ordinary care, should have known created a high degree of probability of injury and/or death to Plaintiff and Wadee Alfayoumi.

95. Defendant Discerning breached that duty in one or more of the following respects:

- a. Negligently, carelessly, and improperly failed to warn Hanan that Joseph Czuba presented an unreasonable risk of harm to Hanan, despite knowing that Joseph Czuba intended to cause them violence;
- b. Negligently carelessly, and improperly permitted and allowed Joseph Czuba to have contact or presence in the same residence as Plaintiff and Wadee Alfayoumi in a manner that Defendant Discerning knew or should have known was unsafe;
- c. Negligently, carelessly, and improperly failed to prevent or restrict Joseph Czuba's contact with Plaintiff and Wadee Alfayoumi;
- d. Negligently, carelessly, and improperly failed to supervise Joseph Czuba, who was an agent, officer, partner, and employee of Defendant Discerning;
- e. Negligently, carelessly, and improperly failed to appreciate the threat that Joseph Czuba posed to Plaintiff and Wadee Alfayoumi;
- f. Negligently, carelessly, and improperly failed to adequately warn Plaintiff and Wadee Alfayoumi of the threat and risk that Joseph Czuba posed; and
- g. Such further negligent and careless acts as discovery and the evidence will reveal.

96. As a direct result of the negligence and carelessness of Defendant Discerning, Plaintiff's son, Wadee Alfayoumi, was killed. Wadee Alfayoumi suffered severe and needless discomfort, pain, and mental anguish until his death.

97. As a direct and proximate result of the injuries and death to Wadee Alfayoumi, Plaintiff was required to expend, incur, and become indebted for medical and other expenses. Further, Plaintiff has forever lost the love, services, consortium, comfort, instruction, guidance, counsel, and support of Wadee Alfayoumi. In addition, Plaintiff is entitled to all damages that

Wadee Alfayoumi sustained before his death for which he would have been entitled to recover had he lived.

WHEREFORE, Plaintiff prays for judgment against Defendant Discerning in an amount in excess of Fifty Thousand (\$50,000.00), which is just, fair and adequate under the circumstances, for pre- and post-judgment interest as provided by law, and for her costs herein expended, and for such relief as the Court deems just under the circumstances.

COUNT IX
SURVIVAL – NEGLIGENCE
DISCERNING PROPERTY MANAGEMENT, LLC

98. Plaintiff hereby incorporates, repeats, and realleges the above-mentioned allegations as though fully set forth herein.

99. Defendant Discerning, which was managed, owned, and/or controlled by Defendant Mary Czuba and Joseph Czuba, owned the Czuba house and rental space and leased the rental space to Plaintiff and her son, Wadee Alfayoumi.

100. At all times, Defendant Discerning acted through its managers, agents, servants, or employees acting within the course and scope of their employment, including but not limited to Defendants Mary and Joseph Czuba.

101. Defendant Discerning owed Plaintiff and her son, Wadee Alfayoumi, a duty to exercise reasonable care under the circumstances to protect the safety and wellbeing of Plaintiff and her son, Wadee Alfayoumi, and others lawfully on the Czuba house property.

102. Defendant Discerning knew or had information regarding Joseph Czuba's beliefs, attitude, statements, and conduct, as described above, from which it, in the exercise of ordinary care, should have known created a high degree of probability of injury and/or death to Plaintiff and Wadee Alfayoumi.

103. Defendant Discerning breached that duty in one or more of the following respects:
- a. Negligently, carelessly, and improperly failed to warn Hanan that Joseph Czuba presented an unreasonable risk of harm to Hanan, despite knowing that Joseph Czuba intended to cause them violence;
 - b. Negligently carelessly, and improperly permitted and allowed Joseph Czuba to have contact or presence in the same residence as Plaintiff and Wadee Alfayoumi in a manner that Defendant Discerning knew or should have known was unsafe;
 - c. Negligently, carelessly, and improperly failed to prevent or restrict Joseph Czuba's contact with Plaintiff and Wadee Alfayoumi;
 - d. Negligently, carelessly, and improperly failed to supervise Joseph Czuba, who was an agent, officer, partner, and employee of Defendant Discerning;
 - e. Negligently, carelessly, and improperly failed to appreciate the threat that Joseph Czuba posed to Plaintiff and Wadee Alfayoumi;
 - f. Negligently, carelessly, and improperly failed to adequately warn Plaintiff and Wadee Alfayoumi of the threat and risk that Joseph Czuba posed; and
 - g. Such further negligent and careless acts as discovery and the evidence will reveal.

104. As a direct result of the negligence and carelessness of Defendant Discerning, Plaintiff's son, Wadee Alfayoumi, was killed. Wadee suffered severe and needless discomfort, pain, and mental anguish until his death, subjecting Defendant Discerning to liability pursuant to 735 ILCS 5/27-6, the Illinois Survival Statute.

WHEREFORE, Plaintiff prays for judgment against Defendant Discerning in an amount in excess of Fifty Thousand (\$50,000.00), which is just, fair and adequate under the

circumstances, for pre- and post-judgment interest as provided by law, and for her costs herein expended, and for such relief as the Court deems just under the circumstances.

COUNT X
NEGLIGENCE
HANAN SHAHEEN V. DEFENDANT DISCERNING
PROPERTY MANAGEMENT, LLC

105. Plaintiff hereby incorporates, repeats, and realleges the above-mentioned allegations as though fully set forth herein.

106. Defendant Discerning, which was managed, owned, and/or controlled by Defendant Mary Czuba and Joseph Czuba, owned the Czuba house and rental space and leased the rental space to Plaintiff and her son, Wade Alfayoumi.

107. At all times, Defendant Discerning acted through its managers, agents, servants, or employees acting within the course and scope of their employment, including but not limited to Defendants Mary and Joseph Czuba.

108. Defendant Discerning owed Plaintiff Hanan Shaheen a duty to exercise reasonable care under the circumstances to protect the safety and wellbeing of Plaintiff Hanan Shaheen and others lawfully on the Czuba house property.

109. Defendant Discerning knew or had information regarding Joseph Czuba's beliefs, attitude, statements, and conduct, as described above, from which it, in the exercise of ordinary care, should have known created a high degree of probability of injury and/or death to Plaintiff Hanan Shaheen.

110. Defendant Discerning breached its duties in one or more of the following respects:

- a. Negligently, carelessly, and improperly failed to warn Hanan that Joseph Czuba presented an unreasonable risk of harm to Hanan, despite knowing that Joseph Czuba intended to cause them violence;
- b. Negligently carelessly, and improperly permitted and allowed Joseph Czuba to have contact or presence in the same residence as Plaintiff and Wadee Alfayoumi in a manner that Defendant Discerning knew or should have known was unsafe;
- c. Negligently, carelessly, and improperly failed to prevent or restrict Joseph Czuba's contact with Plaintiff;
- d. Negligently, carelessly, and improperly failed to supervise Joseph Czuba, who was an agent and employee of Defendant Discerning and Defendant Mary Czuba;
- e. Negligently, carelessly, and improperly failed to appreciate the threat that Joseph Czuba posed to Plaintiff;
- f. Negligently, carelessly, and improperly failed to adequately warn Plaintiff and Wadee Alfayoumi of the threat and risk that Joseph Czuba posed; and
- g. Such further negligent and careless acts as discovery and the evidence will reveal.

111. As a direct and proximate result of the carelessness and negligence of Defendant Discerning, Plaintiff Hanan Shaheen suffered severe personal injury, fear, discomfort, pain, and mental anguish.

112. As a direct and proximate result of the injuries and Defendant Discerning's carelessness and negligence, Plaintiff was required to expend, incur, and become indebted for medical and other expenses.

WHEREFORE, Plaintiff Hanan Shaheen, individually, prays for judgment against Defendant Discerning in an amount in excess of Fifty Thousand (\$50,000.00), which is just, fair

and adequate under the circumstances, for pre- and post-judgment interest as provided by law, and for her costs herein expended, and for such relief as the Court deems just under the circumstances.

COUNT XI
WRONGFUL DEATH – NEGLIGENCE
DANIEL CZUBA

113. Plaintiff hereby incorporates, repeats, and realleges the above-mentioned allegations as though fully set forth herein.

114. Defendant Daniel Czuba, brother of Defendant Joseph Czuba, was an owner, manager, partner, employee and/or agent of Defendant Daniel Real Estate, which located, referred, and recommended the Czuba house rental space to Plaintiff Hanan Shaheen and her son, Wadee Alfayoumi.

115. As the real estate agent responsible for recommending the Czuba house and Defendant Joseph Czuba, and the agent who placed Plaintiff and Wadee Alfayoumi in the Czuba house, Defendant Daniel Czuba maintained a special relationship with Plaintiff and Wadee Alfayoumi.

116. Throughout the period of Plaintiff's tenancy at the Czuba house, Defendant Daniel Czuba remained in contact with his brother, Joseph Czuba, and knew that Plaintiff and Wadee Alfayoumi continued to live at the Czuba house.

117. Defendant Daniel Czuba owed Plaintiff and her son, Wadee Alfayoumi, a duty to exercise reasonable care under the circumstances to protect the safety and wellbeing of Plaintiff and Wadee Alfayoumi in finding and recommending a rental property to Plaintiff and Wadee Alfayoumi.

118. Defendant Daniel Czuba knew or had information regarding Joseph Czuba's beliefs, attitude, statements, and conduct, as described above, from which he, in the exercise of ordinary care, should have known created a high degree of probability of injury and/or death to Plaintiff and Wadee Alfayoumi.

119. Defendant Daniel Czuba breached his duty in one or more of the following respects:

- a. Negligently, carelessly, and improperly failed to warn Hanan that Joseph Czuba presented an unreasonable risk of harm to Hanan, despite knowing that Joseph Czuba intended to cause them violence;
- b. Negligently, carelessly, and improperly rented the Czuba house to Plaintiff and her son despite knowing that his brother's prejudiced attitudes, beliefs, and violent tendencies presented a risk of physical harm and death to Hanan and her son;
- c. Negligently, carelessly, and improperly recommended the Czuba house to Plaintiff and Wadee Alfayoumi;
- d. Negligently, carelessly, and improperly initiated Plaintiff's and Wadee Alfayoumi's tenancy and personal contact with Joseph Czuba, even though Defendant Daniel Czuba knew or should have known a high degree of probability of injury and/or death to Plaintiff and Wadee Alfayoumi existed due to Joseph Czuba's beliefs, statements, and proclivities;
- e. Negligently, carelessly, and improperly increased the risk of harm to Plaintiff and Wadee Alfayoumi by recommending and locating the Czuba house and placing Plaintiff and Wadee Alfayoumi in the Czuba house;

- f. Negligently, carelessly, and improperly failed to appreciate the threat that Joseph Czuba posed to Plaintiff and Wadee Alfayoumi;
- g. Negligently, carelessly, and improperly failed to adequately warn Plaintiff and Wadee Alfayoumi of the threat and risk that Joseph Czuba posed; and
- h. Such further negligent and careless acts as discovery and the evidence will reveal.

120. As a direct result of the negligence and carelessness of Defendant Daniel Czuba, Plaintiff's son, Wadee Alfayoumi, was killed. Wadee Alfayoumi suffered severe and needless discomfort, pain, and mental anguish until his death.

121. As a direct and proximate result of the negligence and carelessness of Defendant Daniel Czuba and the injuries and death to Wadee Alfayoumi, Plaintiff was required to expend, incur, and become indebted for medical and other expenses. Further, Plaintiff has forever lost the love, services, consortium, comfort, instruction, guidance, counsel, and support of Wadee Alfayoumi. In addition, Plaintiff is entitled to all damages that Wadee Alfayoumi sustained before his death for which he would have been entitled to recover had he lived.

WHEREFORE, Plaintiff prays for judgment against Defendant Daniel Czuba in an amount in excess of Fifty Thousand (\$50,000.00), which is just, fair and adequate under the circumstances, for pre- and post-judgment interest as provided by law, and for her costs herein expended, and for such relief as the Court deems just under the circumstances.

COUNT XII
SURVIVAL – NEGLIGENCE
DANIEL CZUBA

122. Plaintiff hereby incorporates, repeats, and realleges the above-mentioned allegations as though fully set forth herein.

123. Defendant Daniel Czuba, brother of Defendant Joseph Czuba, was an owner, manager, partner, employee and/or agent of Defendant Daniel Real Estate, which located, referred, and recommended the Czuba house rental space to Plaintiff Hanan Shaheen and her son, Wadee Alfayoumi.

124. As the real estate agent responsible for recommending the Czuba house and Defendant Joseph Czuba, and the agent who placed Plaintiff and Wadee Alfayoumi in the Czuba house, Defendant Daniel Czuba maintained a special relationship with Plaintiff and Wadee Alfayoumi.

125. Throughout the period of Plaintiff's and Wadee Alfayoumi's tenancy at the Czuba house, Defendant Daniel Czuba remained in contact with his brother, Joseph Czuba, and knew that Plaintiff and her son continued to live at the Czuba house.

126. Defendant Daniel Czuba owed Plaintiff and her son, Wadee Alfayoumi, a duty to exercise reasonable care under the circumstances to protect the safety and wellbeing of Plaintiff and her son, Wadee Alfayoumi, in finding and recommending a rental property to Plaintiff and Wadee Alfayoumi.

127. Defendant Daniel Czuba knew or had information regarding Joseph Czuba's beliefs, attitude, statements, and conduct, as described above, from which he, in the exercise of ordinary care, should have known created a high degree of probability of injury and/or death to Plaintiff and Wadee Alfayoumi.

128. Defendant Daniel Czuba breached his duties in one or more of the following respects:

- a. Negligently, carelessly, and improperly failed to warn Hanan that Joseph Czuba presented an unreasonable risk of harm to Hanan, despite knowing that Joseph Czuba intended to cause them violence;
- b. Negligently, carelessly, and improperly rented the Czuba house to Plaintiff and her son despite knowing that his brother's prejudiced attitudes, beliefs, and violent tendencies presented a risk of physical harm and death to Hanan and her son;
- c. Negligently, carelessly, and improperly recommended the Czuba house to Plaintiff and Wadee Alfayoumi;
- d. Negligently, carelessly, and improperly initiated Plaintiff's and Wadee Alfayoumi's tenancy and personal contact with Joseph Czuba, even though Defendant Daniel Czuba knew or should have known a high degree of probability of injury and/or death to Plaintiff and Wadee Alfayoumi existed due to Joseph Czuba's beliefs, statements, and proclivities;
- e. Negligently, carelessly, and improperly increased the risk of harm to Plaintiff and Wadee Alfayoumi by recommending and locating the Czuba house and placing Plaintiff and Wadee Alfayoumi in the Czuba house;
- f. Negligently, carelessly, and improperly failed to appreciate the threat that Joseph Czuba posed to Plaintiff and Wadee Alfayoumi;
- g. Negligently, carelessly, and improperly failed to adequately warn Plaintiff and Wadee Alfayoumi of the threat and risk that Joseph Czuba posed; and
- h. Such further negligent and careless acts as discovery and the evidence will reveal.

129. As a direct result of the negligence and carelessness of Defendant Daniel Czuba, Plaintiff's son, Wadee Alfayoumi, was killed. Wadee suffered severe and needless discomfort, pain, and mental anguish until his death, subjecting Defendant Daniel Czuba to liability pursuant to 735 ILCS 5/27-6, the Illinois Survival Statute.

WHEREFORE, Plaintiff prays for judgment against Defendant Daniel Czuba in an amount in excess of Fifty Thousand (\$50,000.00), which is just, fair and adequate under the circumstances, for pre- and post-judgment interest as provided by law, and for her costs herein expended, and for such relief as the Court deems just under the circumstances.

COUNT XIII
NEGLIGENCE
HANAN SHAHEEN V. DEFENDANT DANIEL CZUBA

130. Plaintiff hereby incorporates, repeats, and realleges the above-mentioned allegations as though fully set forth herein.

131. Defendant Daniel Czuba, brother of Defendant Joseph Czuba, was an owner, manager, partner, employee and/or agent of Defendant Daniel Real Estate, which located, referred, and recommended the Czuba house rental space to Plaintiff Hanan Shaheen.

132. As the real estate agent responsible for recommending the Czuba house and Defendant Joseph Czuba, and the agent who placed Plaintiff and Wadee Alfayoumi in the Czuba house, Defendant Daniel Czuba maintained a special relationship with Plaintiff Hanan Shaheen.

133. Throughout the period of Plaintiff's and Wadee Alfayoumi's tenancy at the Czuba house, Defendant Daniel Czuba remained in contact with his brother, Joseph Czuba, and knew that Plaintiff and her son continued to live at the Czuba house.

134. Defendant Daniel Czuba owed Plaintiff Hanan Shaheen a duty to exercise reasonable care under the circumstances to protect the safety and wellbeing of Plaintiff and her

son, Wadee Alfayoumi, in finding and recommending a rental property to Plaintiff and Wadee Alfayoumi.

135. Defendant Daniel Czuba knew or had information regarding Joseph Czuba's beliefs, attitude, statements, and conduct, as described above, from which he, in the exercise of ordinary care, should have known created a high degree of probability of injury and/or death to Plaintiff Hanan Shaheen.

136. Defendant Daniel Czuba breached his duties in one or more of the following respects:

- a. Negligently, carelessly, and improperly failed to warn Hanan that Joseph Czuba presented an unreasonable risk of harm to Hanan, despite knowing that Joseph Czuba intended to cause them violence;
- b. Negligently, carelessly, and improperly rented the Czuba house to Plaintiff and her son despite knowing that his brother's prejudiced attitudes, beliefs, and violent tendencies presented a risk of physical harm and death to Hanan and her son;
- c. Negligently, carelessly, and improperly recommended the Czuba house to Plaintiff and Wadee Alfayoumi;
- d. Negligently, carelessly, and improperly initiated Plaintiff's and Wadee Alfayoumi's tenancy and personal contact with Joseph Czuba, even though Defendant Daniel Czuba knew or should have known a high degree of probability of injury and/or death to Plaintiff and Wadee Alfayoumi existed due to Joseph Czuba's beliefs, statements, and proclivities;

- e. Negligently, carelessly, and improperly increased the risk of harm to Plaintiff and Wadee Alfayoumi by recommending and locating the Czuba house and placing Plaintiff and Wadee Alfayoumi in the Czuba house;
- f. Negligently, carelessly, and improperly failed to appreciate the threat that Joseph Czuba posed to Plaintiff and Wadee Alfayoumi;
- g. Negligently, carelessly, and improperly failed to adequately warn Plaintiff and Wadee Alfayoumi of the threat and risk that Joseph Czuba posed; and
- h. Such further negligent and careless acts as discovery and the evidence will reveal.

137. As a direct and proximate result of the carelessness and negligence of Defendant Daniel Czuba, Plaintiff Hanan Shaheen suffered severe personal injury, fear, discomfort, pain, and mental anguish.

138. As a direct and proximate result of the injuries and Defendant Daniel Czuba's carelessness and negligence, Plaintiff was required to expend, incur, and become indebted for medical and other expenses.

WHEREFORE, Plaintiff Hanan Shaheen, individually, prays for judgment against Defendant Daniel Czuba in an amount in excess of Fifty Thousand (\$50,000.00), which is just, fair and adequate under the circumstances, for pre- and post-judgment interest as provided by law, and for her costs herein expended, and for such relief as the Court deems just under the circumstances.

COUNT XIV
WRONGFUL DEATH – NEGLIGENCE
DANIEL AND ASSOCIATES REAL ESTATE, INC.

139. Plaintiff hereby incorporates, repeats, and realleges the above-mentioned allegations as though fully set forth herein.

140. Defendant Daniel Real Estate, which was managed, owned, and/or controlled by Defendant Daniel Czuba, recommended and located the Czuba house Plaintiff and her son, Wadee Alfayoumi and placed Plaintiff and Wadee Alfayoumi in contact with the Czuba house and Defendant Joseph Czuba.

141. As a result, and as Plaintiff's real estate agency, Defendant Daniel Real Estate maintained a special relationship with Plaintiff and Wadee Alfayoumi.

142. At all times, Defendant Daniel Real Estate acted through its managers, agents, servants, or employees acting within the course and scope of their employment, including but not limited to Defendant Daniel Czuba.

143. Throughout the period of Plaintiff's tenancy at the Czuba house, Defendant Daniel Real Estate, through its owner, employee, and agent, Daniel Czuba, remained in contact with Defendant Joseph Czuba, and knew that Plaintiff and her son continued to live at the Czuba house.

144. Defendant Daniel Real Estate owed Plaintiff and her son, Wadee Alfayoumi, a duty to exercise reasonable care under the circumstances to protect the safety and wellbeing of Plaintiff and her son, Wadee Alfayoumi, in finding and recommending a rental property to Plaintiff and Wadee Alfayoumi.

145. Defendant Daniel Real Estate knew or had information regarding Joseph Czuba's beliefs, attitude, statements, and conduct, as described above, from which it, in the exercise of ordinary care, should have known created a high degree of probability of injury and/or death to Plaintiff and Wadee Alfayoumi.

146. Defendant Daniel Real Estate breached its duty in one or more of the following respects:

- a. Negligently, carelessly, and improperly failed to warn Hanan that Joseph Czuba presented an unreasonable risk of harm to Hanan, despite knowing that Joseph Czuba intended to cause them violence;
- b. Negligently, carelessly, and improperly rented the Czuba house to Plaintiff and her son despite knowing that Joseph Czuba's prejudiced attitudes, beliefs, and violent tendencies presented a risk of physical harm and death to Hanan and her son;
- c. Negligently, carelessly, and improperly recommended the Czuba house to Plaintiff and Wadee Alfayoumi;
- d. Negligently, carelessly, and improperly initiated Plaintiff's and Wadee Alfayoumi's tenancy and personal contact with Joseph Czuba, even though Defendant Daniel Real Estate knew or should have known a high degree of probability of injury and/or death to Plaintiff and Wadee Alfayoumi existed due to Joseph Czuba's beliefs, statements, and proclivities;
- e. Negligently, carelessly, and improperly increased the risk of harm to Plaintiff and Wadee Alfayoumi by recommending and locating the Czuba house and placing Plaintiff and Wadee Alfayoumi in the Czuba house;
- f. Negligently, carelessly, and improperly failed to appreciate the threat that Joseph Czuba posed to Plaintiff and Wadee Alfayoumi;
- g. Negligently, carelessly, and improperly failed to adequately warn Plaintiff and Wadee Alfayoumi of the threat and risk that Joseph Czuba posed; and
- h. Such further negligent and careless acts as discovery and the evidence will reveal.

147. As a direct result of the negligence and carelessness of Defendant Daniel Real Estate, Plaintiff's son, Wadee Alfayoumi, was killed. Wadee Alfayoumi suffered severe and needless discomfort, pain, and mental anguish until his death.

148. As a direct and proximate result of the carelessness and negligence by Defendant Daniel Real Estate and the injuries and death to Wadee Alfayoumi, Plaintiff was required to expend, incur, and become indebted for medical and other expenses. Further, Plaintiff has forever lost the love, services, consortium, comfort, instruction, guidance, counsel, and support of Wadee Alfayoumi. In addition, Plaintiff is entitled to all damages that Wadee Alfayoumi sustained before his death for which he would have been entitled to recover had he lived.

WHEREFORE, Plaintiff prays for judgment against Defendant Daniel Real Estate in an amount in excess of Fifty Thousand (\$50,000.00), which is just, fair and adequate under the circumstances, for pre- and post-judgment interest as provided by law, and for her costs herein expended, and for such relief as the Court deems just under the circumstances.

COUNT XV
SURVIVAL – NEGLIGENCE
DANIEL AND ASSOCIATES REAL ESTATE, INC.

149. Plaintiff hereby incorporates, repeats, and realleges the above-mentioned allegations as though fully set forth herein.

150. Defendant Daniel Real Estate, which was managed, owned, and/or controlled by Defendant Daniel Czuba, recommended and located the Czuba house Plaintiff and her son, Wadee Alfayoumi and placed Plaintiff and Wadee Alfayoumi in contact with the Czuba house and Defendant Joseph Czuba.

151. As a result, and as Plaintiff's real estate agency, Defendant Daniel Real Estate maintained a special relationship with Plaintiff and Wadee Alfayoumi.

152. At all times, Defendant Daniel Real Estate acted through its managers, agents, servants, or employees acting within the course and scope of their employment, including but not limited to Defendant Daniel Czuba.

153. Throughout the period of Plaintiff's tenancy at the Czuba house, Defendant Daniel Real Estate, through its owner, employee, and agent, Daniel Czuba, remained in contact with Defendant Joseph Czuba, and knew that Plaintiff and her son continued to live at the Czuba house.

154. Defendant Daniel Real Estate owed Plaintiff and her son, Wadee Alfayoumi, a duty to exercise reasonable care under the circumstances to protect the safety and wellbeing of Plaintiff and her son, Wadee Alfayoumi, in finding and recommending a rental property to Plaintiff and Wadee Alfayoumi.

155. Defendant Daniel Real Estate knew or had information regarding Joseph Czuba's beliefs, attitude, statements, and conduct, as described above, from which it, in the exercise of ordinary care, should have known created a high degree of probability of injury and/or death to Plaintiff and Wadee Alfayoumi.

156. Defendant Daniel Real Estate breached its duty in one or more of the following respects:

- a. Negligently, carelessly, and improperly failed to warn Hanan that Joseph Czuba presented an unreasonable risk of harm to Hanan, despite knowing that Joseph Czuba intended to cause them violence;
- b. Negligently, carelessly, and improperly rented the Czuba house to Plaintiff and her son despite knowing that Joseph Czuba's prejudiced attitudes, beliefs, and

violent tendencies presented a risk of physical harm and death to Hanan and her son;

- c. Negligently, carelessly, and improperly recommended the Czuba house to Plaintiff and Wadee Alfayoumi;
- d. Negligently, carelessly, and improperly initiated Plaintiff's and Wadee Alfayoumi's tenancy and personal contact with Joseph Czuba, even though Defendant Daniel Real Estate knew or should have known a high degree of probability of injury and/or death to Plaintiff and Wadee Alfayoumi existed due to Joseph Czuba's beliefs, statements, and proclivities;
- e. Negligently, carelessly, and improperly increased the risk of harm to Plaintiff and Wadee Alfayoumi by recommending and locating the Czuba house and placing Plaintiff and Wadee Alfayoumi in the Czuba house;
- f. Negligently, carelessly, and improperly failed to appreciate the threat that Joseph Czuba posed to Plaintiff and Wadee Alfayoumi;
- g. Negligently, carelessly, and improperly failed to adequately warn Plaintiff and Wadee Alfayoumi of the threat and risk that Joseph Czuba posed; and
- h. Such further negligent and careless acts as discovery and the evidence will reveal.

157. As a direct result of the negligence and carelessness of Defendant Daniel Real Estate, Plaintiff's son, Wadee Alfayoumi, was killed. Wadee suffered severe and needless discomfort, pain, and mental anguish until his death, subjecting Defendant Discerning to liability pursuant to 735 ILCS 5/27-6, the Illinois Survival Statute.

WHEREFORE, Plaintiff prays for judgment against Defendant Daniel Real Estate in an amount in excess of Fifty Thousand (\$50,000.00), which is just, fair and adequate under the

circumstances, for pre- and post-judgment interest as provided by law, and for her costs herein expended, and for such relief as the Court deems just under the circumstances.

COUNT XVI
NEGLIGENCE
HANAN SHAHEEN V. DEFENDANT DANIEL AND ASSOCIATES
REAL ESTATE, INC.

158. Plaintiff hereby incorporates, repeats, and realleges the above-mentioned allegations as though fully set forth herein.

159. Defendant Daniel Real Estate, which was managed, owned, and/or controlled by Defendant Daniel Czuba, recommended and located the Czuba house Plaintiff Hanan Shaheen and placed Plaintiff in contact with the Czuba house and Defendant Joseph Czuba.

160. As a result, and as Plaintiff's real estate agency, Defendant Daniel Real Estate maintained a special relationship with Plaintiff.

161. At all times, Defendant Daniel Real Estate acted through its managers, agents, servants, or employees acting within the course and scope of their employment, including but not limited to Defendant Daniel Czuba.

162. Throughout the period of Plaintiff's tenancy at the Czuba house, Defendant Daniel Real Estate, through its owner, employee, and agent, Daniel Czuba, remained in contact with Defendant Joseph Czuba, and knew that Plaintiff and her son continued to live at the Czuba house.

163. Defendant Daniel Real Estate owed Plaintiff Hanan Shaheen a duty to exercise reasonable care under the circumstances to protect the safety and wellbeing of Plaintiff Hanan Shaheen in finding and recommending a rental property to Plaintiff Hanan Shaheen.

164. Defendant Daniel Real Estate knew or had information regarding Joseph Czuba's beliefs, attitude, statements, and conduct, as described above, from which it, in the exercise of

ordinary care, should have known created a high degree of probability of injury and/or death to Plaintiff and Wade Alfayoumi.

165. Defendant Daniel Real Estate breached its duty in one or more of the following respects:

- a. Negligently, carelessly, and improperly failed to warn Plaintiff that Joseph Czuba presented an unreasonable risk of harm to Plaintiff, despite knowing that Joseph Czuba intended to cause her violence;
- b. Negligently, carelessly, and improperly rented the Czuba house to Plaintiff and her son despite knowing that Joseph Czuba's prejudiced attitudes, beliefs, and violent tendencies presented a risk of physical harm and death to Hanan and her son;
- c. Negligently, carelessly, and improperly recommended the Czuba house to Plaintiff and Wade Alfayoumi;
- d. Negligently, carelessly, and improperly initiated Plaintiff's and Wade Alfayoumi's tenancy and personal contact with Joseph Czuba, even though Defendant Daniel Real Estate knew or should have known a high degree of probability of injury and/or death to Plaintiff existed due to Joseph Czuba's beliefs, statements, and proclivities;
- e. Negligently, carelessly, and improperly increased the risk of harm to Plaintiff and Wade Alfayoumi by recommending and locating the Czuba house and placing Plaintiff and Wade Alfayoumi in the Czuba house;
- f. Negligently, carelessly, and improperly failed to appreciate the threat that Joseph Czuba posed to Plaintiff and Wade Alfayoumi;

- g. Negligently, carelessly, and improperly failed to adequately warn Plaintiff and Wadee Alfayoumi of the threat and risk that Joseph Czuba posed; and
- h. Such further negligent and careless acts as discovery and the evidence will reveal.

166. As a direct and proximate result of the carelessness and negligence of Defendant Daniel Real Estate, Plaintiff Hanan Shaheen suffered severe personal injury, fear, discomfort, pain, and mental anguish.

167. As a direct and proximate result of the injuries and Defendant Daniel Real Estate's carelessness and negligence, Plaintiff was required to expend, incur, and become indebted for medical and other expenses.

WHEREFORE, Plaintiff Hanan Shaheen, individually, prays for judgment against Defendant Daniel Real Estate in an amount in excess of Fifty Thousand (\$50,000.00), which is just, fair and adequate under the circumstances, for pre- and post-judgment interest as provided by law, and for her costs herein expended, and for such relief as the Court deems just under the circumstances.

DATED: May 20, 2024

Respectfully Submitted,

THE SIMON LAW FIRM, P.C.

By: /s/ John M. Simon
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CERTIFICATE OF SERVICE

I hereby certify that on May 20, 2024 a copy of the foregoing document was served via email on all counsel of record.

/s/ John M. Simon _____