

IN THE CIRCUIT COURT OF THE FIFTEENTH JUDICIAL CIRCUIT
IN AND FOR THE COUNTY OF PALM BEACH, FLORIDA

CASE NO.

MICHAEL DIPPOLITO,
Plaintiff,

vs.

DALIA A. DIPPOLITO,
Defendant.

_____/

COMPLAINT

Plaintiff, Michael Dippolito sues Defendant Dalia Dippolito and alleges:

1. This is a cause of action involving real property located in Palm Beach County, Florida, being a single family residence (hereinafter called "Property") more fully described as:

Lot 45, of RENAISSANCE COMMONS, A P.U.D., according to the Plat thereof, recorded in Plat Book 102, Pages 57 through 62 inclusive, of the Public Records of Palm Beach County, Florida, a replat of a portion of "Motorola", recorded in Plat Book 43, Page 139, of the Public Records of Palm Beach County, Florida.

2. The value of the real Property is estimated at approximately \$232,000.00..

3. This is a cause of action for negligent misrepresentation, rescission and other equitable relief.

4. Both Plaintiff and Defendant reside in Palm Beach County, Florida

5. The Plaintiff purchased this real property on or about January 28, 2009 as a single man at the insistence of the Defendant. Shortly thereafter, he married the Defendant on or about February 2, 2009. On or about February 20, 2009, as a result of the

continuing insistence of the Defendant, he executed a quit claim deed to himself and the Defendant for the property. There was no consideration given by the Defendant for the execution of this deed. This quit claim deed is attached hereto as an exhibit.

6. The Defendant assured the Plaintiff the sole purpose for this conveyance was to secure his assets.

7. On July 31, 2009, the Defendant again asked the Plaintiff to execute another quit claim deed conveying ALL of the Property into her name. She advised the Plaintiff the house should be placed in her name to protect his assets from adversity, and she was his wife and would not steal the house from him. This quit claim deed was executed by the Plaintiff and Defendant on that date. Unbeknown to the Plaintiff, during this time, the Defendant was seeing another man. On the same day the second quit claim deed was executed, she advised this man she wanted her husband, the Plaintiff, killed. This person reported the conversation to the proper authorities. The next day, on August 1, 2009, the Defendant was arrested as a result of attempting to hire an undercover police officer to kill the Plaintiff.

8. The acts described above constituted a scheme on the part of the Defendant to steal real property from the Plaintiff. She did not love the Plaintiff, and only married him to unlawfully obtain his property. She knew she wanted the Plaintiff dead, and her representations of love and devotion were false at the time they were made, and were made to induce the Plaintiff to marry her. The sole purpose for the marriage was to convert all of his property to her own use. This marriage was a fraud perpetrated by the Defendant against Plaintiff. As a result of the falsity of the statements made by the Defendant, to induce the Plaintiff to marry her, and the false statement made to induce the

Plaintiff to transfer his property into her name, the Plaintiff is suffering the risk of the loss of his home. These acts constitute fraudulent misrepresentation.

9. The deed executed on July 31, 2009, purportedly conveying the property into her sole name, is in the care and custody of the title agent who prepared this document. In order to maintain status quo pending the outcome of these proceedings, it is requested this court enter an order requiring the title agent to hold this deed in trust or alternatively deposit it with the Clerk of this Court pending the outcome of these proceedings, and this deed not be recorded pending further order of this Court.

10. Since there was no consideration for any conveyance of the real property from the Plaintiff to the Defendant, the restoration of status quo would become effective upon the transferring of this property back into Plaintiff's name.

THEREFORE, Plaintiff requests this Court:

- A. Set aside and rescind the quit claim deed attached hereto as an exhibit.
- B. Enter a temporary injunction prohibiting the holder of the second deed, conveying title solely into Defendant's name from recording or doing any further acts in furtherance of transferring the title to the real property, and that deed be set aside and rescinded.
- C. The Court award the Plaintiff costs.
- D. The Court enter such further orders as it deems equitable and just.

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By: _____
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