

IN THE CIRCUIT COURT
TWENTIETH JUDICIAL CIRCUIT
ST. CLAIR COUNTY, ILLINOIS

FREDERICK PEET

Plaintiff,

vs.

RITA PEET

SERVE AT: 8300 Delmar, Apt. 446
St. Louis, MO 63124

THE ESTATE OF MARLENE A. HORN

SERVE: Rita Peet, Administrator,
Estate of Marlene A. Horn
8300 Delmar, Apt. 446
St. Louis, MO 63124

and

TINA SIMONIN

SERVE AT: 921 Mayfair Drive
Belleville, IL 62221

Defendants.

Cause No.: **19L441**

**PLAINTIFF DEMANDS TRIAL
BY JURY**

COMPLAINT

**COUNT I
FRAUD**

(Against Defendant Rita Peet Only)

1. Plaintiff Frederick Peet at all times relevant herein maintained a marital residence in the City of Belleville, St. Clair County, State of Illinois.
2. Defendant Rita Peet at all times relevant herein was a resident of the City of Belleville, St. Clair County, State of Illinois.
3. Defendant Estate of Marlene A. Horn is a pending probate action in the Circuit Court of St. Clair County, Illinois, in Case No. 19-P-0043. Defendant Rita Peet is the appointed

administrator of the Estate of Marlene A. Horn, and the biological daughter of Marlene A. Horn. At all times relevant herein, Marlene A. Horn was a resident of the City of Millstadt, St. Clair County, Illinois.

4. Defendant Tina M. Simonin at all times relevant herein was a resident of the City of Belleville, St. Clair County, State of Illinois.

5. On April 22, 2005, Plaintiff Frederick Peet and Defendant Rita Peet were married.

6. On April 12, 2005, Plaintiff Frederick Peet and Defendant Rita Peet executed a prenuptial agreement specifically excluding their distinct premarital assets from being converted to marital property in anticipation of their wedding. The purpose of the agreement was to specifically identify their assets, investments and property – real and personal, because of the very substantial holdings of Plaintiff Frederick Peet compared to Defendant Rita Peet.

7. Between 2005 and 2008, Plaintiff Frederick Peet paid all joint marital debts. In calendar year 2008, a joint account was created to cover the marital debts. Defendant Rita Peet was primarily responsible for maintaining the financial records and accounts within the marriage. The parties owned and utilized time shares and other real estate throughout their marriage and during this period of time. Defendant Rita Peet, through this window of time, told Plaintiff Frederick Peet that their joint marital account was insufficient to cover the expenses for these various properties.

8. In reliance upon those representations to Plaintiff Frederick Peet, he converted his premarital investment accounts to liquidate funds, and deposited those funds into the joint marital account. He did so with the expectation that those funds would be utilized for, and applied to, joint marital purposes. He further relied on the representation that the marital funds were insufficient to cover the joint marital debts.

9. Between 2008 and 2011, Defendant Rita Peet steadily siphoned those funds from the joint marital account, until the point where she accumulated \$200,088.77.

10. Defendant Tina M. Simonin is a good friend of Defendant Rita Peet, a very, very good friend. Defendant Simonin had at all times herein maintained a bank account with Catholic and Community Credit Union, located in Belleville, Illinois.

11. Defendant Simonin's account at Catholic and Community Credit Union allowed her to create a primary checking account, as well as, up to ten (10) sub-accounts for different purposes. The sub-accounts could, and were created, under Defendant Simonin's name so that only she would be identified as the holder of the account(s).

12. On July 28, 2011, Defendant Simonin opened a sub-account for Defendant Rita Peet. (Account number a/k/a member number: 13150005)¹. On that same date, Defendant Rita Peet deposited into that account the \$200,088.77, which she fraudulently obtained from Plaintiff Frederick Peet and the joint marital account. (Exhibit 1, attached hereto).

13. Between July 28, 2011 and January 22, 2013, Defendant Simonin would remove funds from the sub-account and give them to Defendant Rita Peet in various amounts, and at various times as Defendant Rita Peet requested.

14. On January 22, 2013, Defendant Rita Peet's balance within Defendant Simonin's sub-account totaled \$140,499.37. (Exhibit 2, attached hereto). On that date, Defendant Simonin closed that sub-account and obtained a cashier's check payable to Defendant Rita Peet. It is identified as check number 410163, and removed from Defendant Simonin's primary account

¹ This was not the first instance Defendant Simonin opened a secret sub-account for Defendant Rita Peet. Rita Peet had previously been married to a Mr. Chris Ord. That marriage existed between May 18, 1991 and October 14, 2003. On December 19, 2001, Defendant Simonin opened a sub-account for Rita Peet during that marriage, allowing her to deposit marital funds into that sub-account.

number: 13150005. (Exhibit 3, attached hereto).

15. On January 30, 2013, Defendant Marlene Horn opened a new account at UMB Bank, NA so that she could deposit the \$140,499.37, belonging to Defendant Rita Peet. The account is an individual account belonging to Defendant Marlene Horn only. (Exhibit 4, attached hereto). The check was deposited on the same date.

16. Defendant Rita Peet and Defendant Estate of Marlene Horn's purpose of creating this account was to remove any trace of ownership of the funds to Defendant Rita Peet. The mutually agreed upon plan between these Defendants was to return the funds to Defendant Rita Peet when she requested it.

17. On December 19, 2016, the unexpected happened and complicated the plan. Marlene Horn was killed in a two (2) vehicle accident. The \$140,499.37 was now in an individual account that Defendant Rita Peet had no access to remove.

18. Following Marlene Horn's death, Defendant Rita Peet and her biological brother, Rodney Rednour, discovered the Last Will and Testament of Marlene Horn, in which they were to divide her estate in equal proportions. All of her assets were then divided equally between the two (2), with the exception of the UMB Bank account holding \$140,499.37. Rodney Rednour wanted one-half of the amount of \$140,499.37, and Defendant Rita Peet wanted all of it.

19. In June 2017, the girlfriend of Rodney Rednour, Amber Smith, first suggested to Plaintiff Frederick Peet that there was an issue with the UMB Bank account and that he may have an interest in the funds of that account. On July 30, 2018, the deposition of Rodney Rednour was taken regarding those funds, and he disclosed that Defendant Rita Peet had secretly deposited those funds during the marriage of Frederick and Rita Peet in calendar year 2013. Those two (2) events were the first notice and knowledge of Plaintiff Frederick Peet regarding the UMB Bank

account and source of the funds.²

20. A probate estate was opened in the Circuit Court of St. Clair County, Illinois, on January 21, 2019, to handle the distribution of the UMB Bank account.

21. Thereafter, Defendant Rita Peet contacted her brother, Rodney Rednour, and offered him a lump sum of \$5,000.00, if he would sign an affidavit saying the funds in the UMB Bank account belonged to Defendant Rita Peet. She made arrangements for Belleville attorney Preston K. Johnson, who she refers to as "P.K.", to draft the affidavit for Rodney Rednour to sign. Mr. Rednour met with Mr. Johnson, but refused to sign the affidavit.

22. After that effort failed, Defendant Rita Peet sent a photograph of the check dated January 22, 2013, to Rodney Rednour to prove the money was hers, but without explaining why she deposited a check in her name into the mother's account. To coerce Rodney Rednour to sign the affidavit, she began sending texts to him saying, that he is not her brother anymore, and that, he will not see his mother or her in heaven unless he signs the affidavit. That effort failed.

23. On the evening of June 10, 2019, Defendant Rita Peet contacted Rodney Rednour again to up the ante and sign the affidavit. She then offered \$10,000.00 cash. That failed also. On the evening of June 11, 2019, she made a final desperate threat to Rodney Rednour, sending him texts stating that she will turn his children against him; that "your death bed. No one will be there"; "and yes your grandkids will be like Rodney who?"; "You do suck"; "Your choices, your life, no excuses. Done."; and finally, "See you in court. You'll have no one. I'll have family."

² The statute of limitations for all claims within this Complaint were not triggered until these two (2) events. 735 ILCS 5/13-215 provides: "Fraudulent concealment. If a person liable to an action fraudulently conceals the cause of such action from the knowledge of the person entitled thereto, the action may be commenced at any time within 5 years after the person entitled to bring the same discovers that he or she has such cause of action, and not afterwards."

24. A case status conference is scheduled in the probate matter on July 9, 2019, and Defendant Rita Peet is now desperate to avoid litigation of ownership over the UMB Bank account.

25. The funds that are now at issue in the probate estate of Defendant Marlene Horn are the exclusive funds of Plaintiff Frederick Peet, as the origin of those funds were his premarital, separate property, and governed by the prenuptial agreement signed April 12, 2005, by him and Defendant Rita Peet.

26. Defendant Rita Peet made repeated false statements of material fact by informing Plaintiff Frederick Peet that their marital joint account contained insufficient funds to maintain their assets and properties.

27. Defendant Rita Peet knew those statements were false when she made them.

28. Defendant Rita Peet's intent in making those statements was to induce Plaintiff Frederick Peet to convert his independent, premarital property into the marital account which she could then remove and conceal it.

29. Plaintiff Frederick Peet did justifiably rely on those statements when he converted his separate premarital funds into the joint account.

30. As a direct and proximate result of Defendant Rita Peet's statements and conduct, Plaintiff Frederick Peet has suffered actual damages of \$200,088.77, and is entitled to prejudgment interest on that liquidated amount since July 28, 2011.

31. The conduct of Defendant Rita Peet was intentional, willful and committed with deliberate indifference to, and reckless disregard for the rights of Plaintiff Frederick Peet, thereby entitling Plaintiff Frederick Peet to punitive damages.

WHEREFORE, Plaintiff Frederick Peet prays for judgment against Defendant Rita Peet

for actual damages in the amount of \$200,088.77, prejudgment interest on that amount since July 28, 2011, punitive damages, costs of this action, and for such other and further relief as this Court deems just and proper.

COUNT II
CONVERSION
(Against All Defendants)

32. Plaintiff hereby incorporates by reference paragraphs 1 through 31, as though fully set forth herein.

33. Defendant Rita Peet, by false statements to Plaintiff, convinced him to deposit premarital funds into a joint bank account. These funds were the exclusive property of Plaintiff Frederick Peet by virtue of the April 12, 2005 prenuptial agreement.

34. Defendant Rita Peet then removed the funds from the joint account until she accumulated \$200,088.77.

35. On July 28, 2011, Defendant Simonin created the sub-account with Catholic and Community Credit Union which she exclusively would exercise dominion and control over the funds that belonged to Plaintiff Frederick Peet.

36. Between July 28, 2011 and January 22, 2013, Defendant Simonin transferred funds from her account back to Defendant Rita Peet, in amounts and times that Defendant Rita Peet requested until there was a balance of \$140,499.37.

37. On January 22, 2013, Defendant Simonin obtained a cashier's check payable to Defendant Rita Peet for the balance of \$140,499.37, and gave Defendant Rita Peet the check.

38. On January 30, 2013, Defendant Marlene Horn opened a new bank account, in her name only, at UMB Bank, NA, and the \$140,499.37 was deposited into that account.

39. Defendant Rita Peet has taken exclusive control of \$59,589.40 of the \$200,088.77 for her own purposes. The balance of \$140,499.37 is now in the possession and control of Defendant Marlene Horn's estate, and Defendant Rita Peet, the appointed administrator of that estate.

40. Each of the Defendants, at various times, have exercised dominion and control over the \$200,088.77, which is the exclusive property of Plaintiff Frederick Peet.

41. As a direct and proximate result of each of the Defendants' conduct, Plaintiff Frederick Peet has suffered actual damages of \$200,088.77, and is entitled to prejudgment interest on that liquidated amount since July 28, 2011.

42. The conduct of each of the Defendants was intentional, willful and committed with deliberate indifference to, and reckless disregard for the rights of Plaintiff Frederick Peet, thereby entitling Plaintiff Frederick Peet to punitive damages.

WHEREFORE, Plaintiff Frederick Peet prays for judgment against each of the Defendants, jointly and severally, for actual damages in the amount of \$200,088.77, prejudgment interest on that amount since July 28, 2011, punitive damages, costs of this action, and for such other and further relief as this Court deems just and proper.

COUNT III
CIVIL CONSPIRACY
(Against All Defendants)

43. Plaintiff hereby incorporates by reference paragraphs 1 through 42, as though fully set forth herein.

44. Each of the Defendants reached a mutual agreement and understanding to deceive and conceal from Plaintiff Frederick Peet their intent to take \$200,088.77, which belonged

exclusively to him.

45. Each of the Defendants planned to, and did, act in concert to help Defendant Rita Peet remove and conceal the \$200,088.77 from Plaintiff Frederick Peet.

46. Each of the Defendants in furtherance of the plan took actions to assist Defendant Rita Peet in the unlawful act of removing and concealing funds which exclusively belonged to Plaintiff Frederick Peet.

47. As a direct and proximate result of each of the Defendants' conduct, Plaintiff Frederick Peet has suffered actual damages of \$200,088.77, and is entitled to prejudgment interest on that liquidated amount since July 28, 2011.

48. The conduct of each of the Defendants was intentional, willful and committed with deliberate indifference to, and reckless disregard for the rights of Plaintiff Frederick Peet, thereby entitling Plaintiff Frederick Peet to punitive damages.

WHEREFORE, Plaintiff Frederick Peet prays for judgment against each of the Defendants, jointly and severally, for actual damages in the amount of \$200,088.77, prejudgment interest on that amount since July 28, 2011, punitive damages, costs of this action, and for such other and further relief as this Court deems just and proper.

COUNT IV
BREACH OF WRITTEN CONTRACT
(Against Defendant Rita Peet Only)

49. Plaintiff hereby incorporates by reference paragraphs 1 through 48, as though fully set forth herein.

50. On April 12, 2005, Defendant Rita Peet and Plaintiff Frederick Peet entered into a written contract which specifically identified and determined exclusive ownership of premarital

assets and finances.

51. Between 2008 and 2011, Defendant Rita Peet breached that written contract by making false statements to Plaintiff Frederick Peet that the joint marital account maintained insufficient funds to cover joint marital obligations.

52. Defendant Rita Peet thereafter took possession of the exclusive, premarital funds belonging to Plaintiff Frederick Peet, and continues to maintain possession and control over those funds in breach of the contract.

53. As a direct and proximate result of Defendant Rita Peet's conduct, Plaintiff Frederick Peet has suffered actual damages of \$200,088.77, and is entitled to prejudgment interest on that liquidated amount since July 28, 2011.

WHEREFORE, Plaintiff Frederick Peet prays for judgment against Defendant Rita Peet, for actual damages in the amount of \$200,088.77, prejudgment interest on that amount since July 28, 2011, costs of this action, and for such other and further relief as this Court deems just and proper.

Respectfully submitted,
THE BAGSBY LAW FIRM

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