

SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF NEW YORK

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ADRIANA FERREYR,

11109256

Plaintiff,

INDEX NO.

-against-

SUMMONS
(Venue based on
place of occurrence
and residence of
all parties)

GEORGE SOROS and MASG, LLC.

FILED

AUG 10 2011

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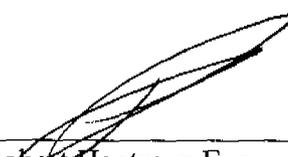
Defendant(s).

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TO THE ABOVE NAMED DEFENDANTS:

YOU ARE HEREBY SUMMONED to appear in the Supreme Court of the State of New York, County of New York, at 60 Centre Street, New York, County of New York, State of New York, and to serve a copy of your answer, or, if the complaint is not served with this summons, to serve a notice of appearance on the attorneys for the Plaintiff, within 20 days after the service of this summons, exclusive of the day of service (or within 30 days after service is complete if this summons is not personally delivered to you within the State of New York). In case of your failure to appear or answer, judgment will be taken against you by default for the relief demanded in the complaint.

Dated: New York, New York
August 10, 2011

HANTMAN & ASSOCIATES



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To: George Soros
&
MASG, LLC
c/o William D. Zabel, Esq.
Schulte Roth & Zabel, LLP
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New York, NY 10022

SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF NEW YORK

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ADRIANA FERREYR,

Plaintiff,

INDEX NO.

-against-

**VERIFIED COMPLAINT
AND JURY DEMAND**

GEORGE SOROS and MASG, LLC.

Defendant(s).

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Plaintiff, ADRIANA FERREYR, individually through her attorneys, Hantman & Associates, complaining of Defendants, GEORGE SOROS and MASG, LLC., alleges as follows:

PARTIES AND VENUE

1. Plaintiff, ADRIANA FERREYR (hereinafter referred to as "Ferreyr" or "Plaintiff"), is a citizen of Brazil and the United States, who presently, and at all times relevant hereto, resides in the City, County and State of New York.
2. Upon information and belief, defendant GEORGE SOROS (hereinafter referred to as "Soros"), presently and at all times relevant hereto, is a citizen of Hungary and the United States and is a resident of the City, County and State of New York (Soros' address has been intentionally omitted due to potential privacy concerns).
3. Upon information and belief, defendant MASG, LLC., (hereinafter referred to as "MASG") (hereinafter defendants "Soros" and "MASG, LLC." shall be collectively

referred to as “Defendants”), presently and at all times relevant hereto, is a corporation doing business in the State of New York which, among other things, purchased a property located at 30 East 85th St, Apt 7C, New York, NY. Upon information and belief Soros is the sole shareholder of MASG.

4. Venue is proper in New York County as all events recited herein occurred in New York County and all parties reside herein.

OVERVIEW

5. This case arises, in part, out of two broken promises made by Soros to Ferreyr - a girlfriend of over five (5) years with whom he traveled throughout the world - who in reliance upon his promises to buy her an apartment, hired a real estate broker, interior designer and lawyer to locate and then close on an apartment at 30 East 85th St, New York, NY, that was to be purchased by MASG - a company controlled by Soros - for Ferreyr, but which promises Soros ultimately reneged on so that he could allow another woman to reside there. In addition thereto, there are claims for Intentional Infliction of Emotional Distress, Negligent Infliction of Emotional Distress, Prima Facie Tort, Promissory Estoppel, Assault and Battery and Fraud

6. Soros not only breached his multiple promises, which were reasonably relied upon by Ferreyr to her detriment, but he also proceeded to engage in a deliberate and malicious campaign of extreme and outrageous harassment and intimidation against Ferreyr, which has directly resulted in her suffering and continuing to suffer severe emotional distress and damages.

7. Soros’ malicious intent is transparent as he reneged on his initial promise to purchase Ferreyr the apartment located at 30 East 85th St Apt 7C, New York, NY

(hereinafter referred to as the “First Apartment”) only one day after the contract was signed by MASG for the First Apartment.

8. Upon information and belief, Soros clearly intended, as part of his plan, to purchase the First Apartment for himself for the benefit of another “girlfriend”, all of which he had intentionally concealed from Ferreyr in spite of his promise and the fact that he was aware that Ferreyr had already informed her friends and family that she was moving into her “dream home”.

9. The maliciousness with which Soros acted by reneging on his promise to Ferreyr, only to then taunt and embarrass her by giving the First Apartment to another woman is self evident, as Soros is one of the richest men in the world with an estimated net worth of over \$14.5 billion¹, and could therefore have chosen to give this other girlfriend any other apartment he desired, but instead he gave her the apartment that he had promised to Ferreyr in a blatant effort to cause Ferreyr severe emotional distress.

10. In or about November of 2010, Soros, being aware of the severe emotional distress and mental anguish that he was causing Ferreyr, invited her for a meeting at his apartment during which time he made a second promise to purchase her an apartment in order to make up for his previous actions.

11. On or about March 21, 2011 after Ferreyr, in reliance upon Soros’ second promise, had spent numerous months searching for and ultimately negotiating the purchase of an apartment - the second apartment was also located in the building located at 30 East 85th St, New York, NY (hereinafter referred to as the “Building”) - was informed by Soros that he was once again reneging on his promise and refusing to buy her an apartment for the second time.

¹ Information obtained from Forbes <http://www.forbes.com/profile/george-soros>

12. Ferreyr was shocked by this news and asked Soros why he would voluntarily and intentionally make up such a serious promise and why he would allow her to spend her time and effort finding and negotiating the purchase of an apartment, if he never had any intentions of fulfilling his promise.

13. Soros simply and coldly responded that Ferreyr, his girlfriend of five (5) years, needed to calm down and he proceeded to call security on her.

14. Following Soros' second breach of his promise, Ferreyr was able to locate another apartment in the Building, which she would be able to lease from the owner, as this particular building had become Ferreyr's dream place to live.

15. However, upon learning of Ferreyr's plan to lease an apartment in the Building, Soros, beginning on or about April 18, 2011, hired private security personnel in order to follow and intimidate Ferreyr.

16. Even worse, Soros, an owner of an apartment in the Building and one of the richest and most powerful individuals in the world, upon information and belief, took steps to interfere with Ferreyr's potential lease in the Building, in what can only be viewed as Soros' continuation of his deliberate and malicious campaign of extreme and outrageous harassment and intimidation against Ferreyr, as Soros was aware that preventing Ferreyr from living in the Building, her "dream home", would cause her additional emotion distress.

BACKGROUND

17. In or about the summer of 2006, Ferreyr met Soros at his Hamptons home during a luncheon, after which he invited her for tea and requested her phone number.

18. At that time, Ferreyr owned her own retail business, Fesa Enterprises, which sold sunglasses, sports collectibles, and Christmas ornaments at sixteen (16) mall kiosks throughout the West Coast. She also served as the President for Tijuana Children's Foundation.

19. By 2007, Soros and Ferreyr were involved in a serious and meaningful relationship and were considered a "couple" both within and outside the United States.

20. On or about December 3, 2009, Ferreyr contacted real estate broker Daniella Saousson, with the intention of buying herself an apartment in New York City in the price range of \$1,000,000.

21. Near the end of December 2009, following an extensive search for desirable apartments within her price range, Ferreyr was shown apartment 7C, located at 30 East 85th St, New York, NY, which was available for the price of \$1,995,000.

22. It was during this same time period that Ferreyr and Soros travelled together to St. Bart's in the Caribbean, during which Ferreyr mentioned to Soros that she had found a great deal on her dream home only two blocks from his house, and that she was actively interested in purchasing the apartment, but she was concerned that the asking price was more than she could ultimately afford.

23. Just after New Year's Eve, on January 1, 2010, Soros surprised Ferreyr and promised her that he would purchase the First Apartment on her behalf and that she did not need to worry about the cost.

24. Soros stated to Ferreyr that he wanted to make her happy and that she should take all necessary steps to move forward with the purchase of the First Apartment as he was going to buy it for her.

25. Soros stated that he believed that the price of the First Apartment was very reasonable for the location, especially since it was a short distance from his home and had a number of bedrooms.

26. Soros also stated that he intended to buy Ferreyr the First Apartment in the name of his company, MASG, so that he could avoid having to pay gift taxes on it, while at the same time continuing to assure Ferreyr that the First Apartment would be hers.

27. Soros specifically stated “don’t worry it is yours, I am only putting it in the name of a company for tax purposes as I want to avoid paying gift taxes.” Soros continued to assure Ferreyr that he would figure out a way to legally convey the First Apartment to her without having to pay any gift taxes.

28. On or about January 6, 2010, Ferreyr made an initial offer to buy the First Apartment through her broker in the amount of \$1,735,000, which is reflected in an email sent to Daniela Saussoun. A true and accurate copy of the e-mail is attached here as Exhibit A.

29. Soros’ promise to buy Ferreyr the First Apartment is evidenced in part by the fact that she was personally copied on e-mails between MASG/Soros and Soros’ attorney with respect to the purchase of the First Apartment. True and accurate copies of the above referenced e-mails have been attached hereto as Exhibit B.

30. Additionally, in furtherance of her belief that she would be obtaining the First Apartment, on or about February 24, 2010, Ferreyr contacted an interior designer and architect by the name of Cristiana Mascarenhas (hereinafter referred to as “Cristiana”), to inspect the apartment prior to purchase, in addition to performing other work. The

proposal for this work specifically refers to the First Apartment and to Ferreyr by name. A true and accurate copy of the proposal is attached hereto as Exhibit C.

31. Cristiana first sent a proposed contract addressing Ferreyr, but at the request of Dan Eule, Esq., one of Soros' lawyers, (hereinafter referred to as "Mr. Eule") the contract was amended so that it would be directly between MASG and In Plus, Inc. A true and accurate copy of the amended proposal is attached hereto as Exhibit D.

32. On or about February 28, 2010, Ferreyr received a message from the broker, Daniella Saousson, saying that her contract for the First Apartment was to be signed on March 1, 2010.

33. Accordingly, on or about March 1, 2010, in furtherance of Soros' promises, and following Ferreyr's extensive efforts locating and negotiating the purchase of the apartment, the contract for the First Apartment was signed by MASG on behalf of Ferreyr.

34. On or about March 2, 2011, immediately following the closing, Soros inexplicably and without any warning, broke up with Ferreyr and, though at this point he did not inform Ferreyr of his intentions, decided to keep the apartment so that he could give it to another woman.

35. Naturally Ferreyr was shocked by the unexpected and sudden break up, but never suspected that Soros had actually purchased the First Apartment for the purpose of giving it to another woman.

36. Ferreyr was also distressed and humiliated as she had told friends and family that she was going to move into the First Apartment and had also made a commitment to her interior designer and even chosen furniture for the apartment.

37. Given the length and depth of their relationship, Ferreyr anticipated that the breakup would be temporary and simply tried to forget what had just happened. However, at this point in time, Ferreyr was certainly not aware of the fact that Soros intended to give the First Apartment to another woman.

38. In any event, on March 5, 2010, the broker, Daniella Saousson, believing that Ferreyr was still moving into the First Apartment, as had always been the plan, asked Ferreyr for her personal information in order to submit the required package to the Building's board of directors.

39. However, upon information and belief, as a result of instructions by Soros, his agents, representatives and/or his employees, the broker who was hired by Ferreyr began ignoring all of her phone calls and e-mails regarding the First Apartment, including her requests to simply find out what had happened with the apartment and for a copy of the original contract.

40. Unaware of Soros' malicious actions and fraudulent promises Ferreyr continued to reside in her previous apartment while finishing her semester at Columbia University, before traveling to Europe on or about May 14, 2010.

41. Later, around the time of her birthday, on or about May 18, 2010, Soros directed one of his secretaries to contact Ferreyr via telephone and e-mail in order to request that she call Soros.

42. Finally, in or around June of 2010, Soros contacted Ferreyr himself.

43. Upon Ferreyr's return to New York in July of 2010, Soros and Ferreyr reconciled and began dating again (at this point in time Ferreyr was still unaware that Soros had given the First Apartment to another woman).

44. On or about August 10, 2010, Soros and Ferreyr went back to Soros' apartment during which time they were laying in bed when Ferreyr causally asked what had happened with the First Apartment.

45. To Ferreyr's great shock, hurt and dismay, Soros bluntly informed her that he had given the apartment to another woman and an argument ensued. Soros stated that "I gave it to my girlfriend and she is flourishing."

46. Ferreyr repeatedly asked Soros why he would do something so malicious and cruel to her to which Soros reacted in an angry and violent manner.

47. During the course of the argument and while still in bed, Soros slapped Ferreyr across the face and proceeded to put his hands around her neck in an attempt to choke her.

48. Ferreyr was able to escape Soros' initial attack and pick up a nearby lamp for protection, at which point Soros grabbed the lamp from Ferreyr and attempted to strike her with it.

49. The lamp narrowly missed hitting Ferreyr, but when it crashed to the floor the lamp broke causing shards of glass to become imbedded in Ferreyr's foot.

50. Still in a state of shock, Ferreyr ran and hid in the office that was adjacent to the bedroom and called 911 from her cell phone.

51. Ultimately, as a result of the 911 call, the police were notified and showed up at Soros' apartment.

52. The police would not allow Ferreyr to go back into the bedroom, as they proceeded to interview Soros one on one.

53. They police also questioned Ferreyr and photographed her injuries. Ferreyr's foot was now bleeding as a result of the broken glass from the lamp that Soros had thrown at her.

54. The police were initially going to arrest Soros, but for a variety of reasons, Ferreyr decided not to pursue the matter any further, and she was now focused on receiving medical attention for her injury. A true and accurate copy of the NYPD Incident Report is attached hereto as Exhibit E.

55. The police officers then brought Ferreyr her clothes and purse and drove her to the Lenox Hill Hospital Emergency Room.

56. While at the emergency room, Ferreyr received multiple stitches for the injury to her foot, following which the police brought her home.

57. Following this confrontation with Soros, Ferreyr was extremely traumatized and emotionally distressed, which caused her to be unable to function in her day-to-day life.

58. As a result of the emotional distress and harm that Soros had caused her, Ferreyr was unable to keep up with her schoolwork and was forced to withdraw from one of her university courses.

59. Ferreyr was also unable to continue with her responsibilities as CEO of the charitable organization Help Stamps, Inc. (www.helpstamps.com), which caused significant losses for the organization.

60. Upset and unable to move past this matter without an explanation, Ferreyr contacted Soros to find out why he had treated her in such an outrageous and malicious manner.

61. During these conversations, Ferreyr informed Soros that he had intentionally robbed her of her dream home and purposely misled her into believing that his offer to purchase the First Apartment, which she reasonably relied upon, was genuine.

62. In or around November of 2010, Ferreyr and Soros had a meeting at his apartment during which time Soros, being aware of the physical harm he had caused her and the severe emotional distress he was continuing to cause her, expressed apparent regret regarding his actions, apologized profusely for his actions and once again offered to buy her an apartment.

63. Soros told Ferreyr several times “to start looking for an apartment right away” as he admitted that he had promised to buy her the First Apartment and he was sorry for the way that he had treated her.

64. Ferreyr, being clearly skeptical based on Soros’ previous breach of his promise and malicious and violent actions towards her, inquired further as to the exact nature and seriousness of this second promise, to which Soros replied “I owe you an apartment anyway.”

65. Soros then invited Ferreyr to stay for a dinner function at his apartment for his foundation, “The Open Society Institute” which dinner was attended by over 20 people. It was at this dinner that Soros once again told Ferreyr “to start looking for another apartment right away.”

66. Soros and Ferreyr ultimately rekindled their romance and relationship and Ferreyr began looking for what she was told and believed was to be her new home.

67. In or around December of 2010, Soros and Ferreyr went on a vacation to St. Bart’s, where they stayed together at the Guanahani Hotel.

68. While on their vacation, Soros and Ferreyr attended many social functions, including Larry Gagosian's and Ronald Perelman's events, among others.

69. It was during this trip that Soros reconfirmed his promise to Ferreyr stating that "I will give you an apartment anyway, even if we do not stay together."

70. As a result of Soros' promise, Ferreyr contacted a new broker, Madga Schenone, to begin the apartment hunt and the two went on several appointments to look at apartments in the Upper East Side of New York City.

71. Ferreyr was in contact with her broker on a daily basis and went on several appointments to view different apartments during which time she made several offers to purchase, solely in reliance upon Soros' second promise to buy her an apartment.

72. After months of searching and after many offers were made on various apartments, one offer was accepted on an apartment that happened to also be located in the Building, but since the apartment already had a tenant in it, Ferreyr was required to hire a lawyer, Shane Henry Sutton, Esq. (hereinafter referred to as "Mr. Sutton"), to negotiate an early lease termination with the tenant.

73. Adriana first met Mr. Sutton on March 12, 2011, and later signed and paid a retainer with Mr. Sutton.

74. Finally, in or around the end of March 2011, three months after Soros' second promise, Ferreyr had lunch with Soros and informed him that she had finally found the apartment and that everything had been fully and successfully negotiated.

75. Ferreyr informed Soros that she had negotiated a deal with the owner to buy the apartment for \$4,300,000 and had hired a lawyer, Mr. Sutton, in order to negotiate with the current tenant in order for that tenant to agree to terminate the lease early.

76. However, Soros responded to this news by stating that he decided that he was no longer going to buy her this or any apartment.

77. Naturally, Ferreyr was stunned by this news and began crying. Ferreyr ultimately asked Soros why he would do this to her yet again, especially after she had spent months looking for and ultimately negotiating the purchase of the apartment.

78. Rather than console her, Soros told Ferreyr, his girlfriend of five (5) years, that she needed to calm down and proceeded to call security.

79. Ferreyr then asked to speak to Soros' lawyer, Mr. Eule, since she felt he was the only other person who was fully familiar with the amount of time and effort she had put into locating and negotiating the purchase of the apartments and, he was also familiar with Soros' promises and subsequent breach of those promises (including the fact that he had given the First Apartment to another woman).

80. Mr. Eule came to talk to with Ferreyr while she was still inside Soros' offices.

81. Ferreyr told Mr. Eule about everything that had just happened, reminded him about the first broken promise and about how hurt she had been by Soros' actions, only to now find out that Soros was once again reneging on his promise after so much work and commitment on her part.

82. Mr. Eule appeared surprised and shocked by what Soros had done.

83. Mr. Eule promised to speak to Soros and do everything he could to resolve the situation.

84. On or about March 23, 2011, Ferreyr sent Mr. Eule an e-mail with the contact information of the broker, information about the apartment and contact information for the lawyer that was hired to remove the current tenant, as she wanted to make clear the

amount of time and effort she had expended in order to purchase this second apartment, all of which was the result of Soros' multiple promises to buy her an apartment.

85. As a result of all the aforementioned events, Ferreyr's ability to function normally became even more impaired. On March 28, 2011, Ferreyr went to see a doctor, during which time she found out that she was suffering from intense depression and anxiety and was prescribed medication to help treat post-traumatic stress disorder.

86. Following Mr. Eule's instructions, Ferreyr called Soros and tried to resolve the matter explaining to him that she had spent months searching for the second apartment only as a result of his multiple promises, to which Soros once again simply stated that he would not buy her the apartment.

87. Ferreyr asked Soros why he was once again being so malicious and cruel to her and why he would again renege on his promises after everything he put her through with the First Apartment.

88. Ferreyr reminded Soros that he voluntarily offered to pay for the second apartment since he had admitted that he "owed" her an apartment.

89. Ferreyr was distraught because this was the second time she had spent her time and resources to find an apartment based on Soros' express promises only to find out that he would renege.

90. Furthermore, Ferreyr was extremely hurt and embarrassed as she had once again informed her friends and family of the fact that she would be moving into this new apartment and would now have to, for the second time, inform everyone about this severely embarrassing and emotionally distressing change in events.

91. Nevertheless, Soros simply stated that Ferreyr did not deserve the apartment.

92. Soros stated that he would not keep his promise and instead offered Ferreyr money in exchange for her signing a release, which release stated that she would not sue him or discuss their five (5) year relationship.

93. On or about April 4, 2011, Soros' lawyer, Mr. Eule, sent the above-mentioned release for Ferreyr to sign, to which she refused.

94. On or about April 13, 2011, Ferreyr wrote Soros a letter detailing the significant impact of his actions on her life and her emotional and physical wellbeing and how she felt about what he had done to her.

95. In her letter, Ferreyr urged Soros to fulfill his promise to her.

96. On or about April 17, 2011, Ferreyr received a phone call from another one of Soros' lawyers, William Zabel, Esq. (hereinafter referred to as "Mr. Zabel"), informing her that he was representing Soros and wanted to discuss the letter with her.

97. Upon hearing what Adriana had to say, Mr. Zabel seemed somewhat surprised and apologetic for Soros' apparent behavior.

98. Mr. Zabel informed Ferreyr that he could not explain why Soros would behave in such a manner and that the situation was unfortunate.

99. On April 19 2011, Magda Schenone, the second broker, sent an e-mail to Ferreyr regarding the second apartment and inquired about Ferreyr's plans of moving forward with the purchase of same.

100. As a result of all of the aforementioned events, Ferreyr's mental and physical condition continued to deteriorate and on April 29, 2011, Ferreyr visited a psychiatrist who prescribed her additional anti-depressants and began treating Ferreyr for severe depression and anxiety.

101. At the end of April 2011, Soros found out that Ferreyr was planning on leasing a different apartment in the Building, which had since become her dream home. As an apparent result of this, Mr. Zabel called Ferreyr, on Soros' behalf, in order to request that Ferreyr move out of the Building.

102. According to Mr. Zabel, Soros wanted Ferreyr to move out because the other woman, to whom Soros had given the First Apartment, was living in the same building.

103. As Mr. Zabel explained, Soros did not like the fact that both women were living in the same building and therefore wanted Ferreyr to move out.

104. Shortly after Ferreyr's phone call with Mr. Zabel, Soros began harassing Ferreyr in an apparent attempt to scare her out of the Building.

105. Upon information and belief, Soros hired private security to follow and intimidate Ferreyr and was even having Ferreyr followed outside of the Building.

106. In fact, Ferreyr first noticed a man in a black SUV that was constantly parked in front of the Building. The man in the SUV would stare menacingly at Ferreyr, which made her feel extremely uneasy and fearful for her safety.

107. Soon Ferreyr began seeing the same SUV parked across the street from the Building, but now with two men inside instead of one.

108. Ferreyr saw the men parked there in front of the Building for several days and at one point, the men exited the SUV and followed her into a coffee shop, all while continuing to stare at her in an aggressive and menacing manner.

109. Ferreyr felt very scared and concerned for her safety and asked the doorman in the Building what the two men in the SUV were doing parked outside of the Building all day.

110. The doorman responded by saying that they were security for Ms. -----
(name intentionally omitted) who was the other woman residing in the First Apartment.

111. The SUV with the two men remained outside of the building and continued to watch Ferreyr, which only exacerbated and heightened her emotional distress and anxiety.

112. Finally, Ferreyr called Soros who, after first denying that he had hired any security, later admitted to hiring the security guards and even stated that he would continue to keep them outside the Building.

113. The stress and anxiety of this entire situation, including being stalked by Soros' personal security, completely overwhelmed Ferreyr and on or about May 3, 2011, Ferreyr began feeling intense pain in her neck and chest and ultimately fainted. As a result of her fainting, Ferreyr went to the emergency room at Lenox Hill Hospital where she was treated for her symptoms.

114. Ferreyr's emotional distress and severe anxiety continued to worsen as a result of Soros' aforementioned actions, including his deliberate and malicious campaign of extreme and outrageous harassment and intimidation against Ferreyr. Ferreyr was prescribed additional medication to help relieve the emotional distress and severe anxiety that Soros was continuing to cause her.

115. Ferreyr subsequently moved into the Building as a guest of Ilona Itskov who owns apartment 5F and immediately submitted a "package" to the board so that she could be approved for her lease.

116. Only recently, on June 1, 2011 while in Europe, Ferreyr received a call from her broker saying that she had to move out of current apartment in the Building within three

days because the “other woman” had said that Ferreyr was harassing her, which was patently false.

117. In fact, it was the “other woman” who was harassing Ferreyr by falsely accusing her of harassment and slandering her to the board of the building, the management company, doormen and lawyers.

118. On June 5, 2011, Ferreyr contacted Soros by phone to ask why he was interfering with her lease and she asked him to right a statement to the board saying that he had no objection to her living in the building, but Ferreyr received no reply

119. On June 6, 2011, Ferreyr called Mr, Zabel and asked him why Soros was continuing to harass her after all the damage he has already caused her and urged him to have Soros withdraw the complaint that was made to the Building.

120. That same day, Ferreyr was visited by the super of the Building who told her that he had received instructions not to let Ferreyr into her apartment and to call the police if she refused to leave.

121. Ferreyr was shocked by the super’s remarks and reminded him that the police cannot enforce a board rule and that if they were planning on having her removed from the apartment the proper legal procedures would have to be followed.

122. The super actually agreed with Ferreyr and stated that he found it strange that he was asked to do something so out of the ordinary.

123. The super also admitted that none of the doormen in the Building had seen Ferreyr disturbing or harassing anyone in the Building and that no incidents had been caught on any of the security cameras in the Building.

124. Ferreyr then went to see the Building manager, Mr. Wallack, who was incredibly rude to her and reminded her that if she went back to the Building he would call the police.

125. As a result of Soros' attempts to, upon information and belief, have Ferreyr forcibly removed from the Building, Soros has caused Ferreyr further emotional distress and anxiety.

126. Efforts to resolve this matter without court intervention have failed.

AS AND FOR A FIRST CAUSE OF ACTION
(Intentional Infliction of Emotional Distress)

127. Plaintiff repeats and realleges the allegations contained in Paragraph 1 through 126 above as if fully set forth herein.

128. Soros has intentionally and recklessly engaged in, and continues to engage in, a malicious campaign of extreme and outrageous harassment and intimidation against Ferreyr as has been detailed and described above.

129. Soros' has intentionally and recklessly engaged in the extreme and outrageous conduct described above for the sole purpose of causing Ferreyr, his former girlfriend of five (5) years, severe emotional distress and harm.

130. By engaging and continuing to engage in the actions and conduct described above, Soros has caused significant harm, including extreme emotional distress and anxiety to Plaintiff.

131. As a result of said emotional distress that has been caused by Soros, Plaintiff has been forced to undergo psychiatric treatment and has been prescribed a litany of anti-depressant and anti-anxiety medications simply so that she can function in her day to day life.

132. Nevertheless, even with the medical treatment and medications, Plaintiff has been unable to resume her normal life free from extreme emotional distress and anxiety, which she enjoyed prior to Soros intentionally engaging in a malicious campaign of extreme and outrageous harassment, lies and intimidation against her as described above.

133. Furthermore, as a result of the emotional distress and anxiety that Soros has caused, Plaintiff has been forced to withdraw from certain classes at Columbia University and has suffered from a significant reduction in her grades, which will have an impact on her continued studies, including future graduate work, all of which will ultimately have a negative impact on her professional career.

134. At all times described herein, Soros was aware of the harm and severe emotional distress that his actions were causing Plaintiff and yet, he continued and still continues to engage in the conduct described above without any justification based in law or any bounds of decency, simply because he has the wealth and power to do so without any perceived repercussions.

135. Plaintiff also continues to suffer from extreme emotional distress and anxiety as a direct result of Soros' intentional conduct as described above, as she continues to be threatened with the loss of her current home due to, upon information and belief, Soros' continuing campaign to exert his power and influence in order to have Plaintiff forcibly removed from the Building without any just cause.

136. Furthermore, Plaintiff continues to fear for her safety, which only serves to add to and heighten the emotional distress and anxiety from which she is suffering, as a direct result of being constantly watched and stalked by Soros' private security detail.

137. By reason of the foregoing, Soros is liable to Plaintiff for compensatory and punitive damages for the harm she has suffered and continues to suffer as a direct result of Soros' intentional and ongoing actions described above, the remedy of which shall be determined as trial, but in no event should be less than ten million dollars (\$10,000,000).

AS AND FOR A SECOND CAUSE OF ACTION
(Negligent Infliction of Emotional Distress)

138. Plaintiff repeats and realleges the allegations contained in Paragraph 1 through 137 above as if fully set forth herein.

139. As described above, Soros' conduct and actions directed towards Plaintiff created an unreasonable risk of causing Plaintiff emotional distress.

140. At all relevant times, Soros was aware of the emotional distress he was causing Plaintiff and the fact that she was suffering from severe depression and anxiety as a result. Nevertheless, Soros, who is one of the richest and most powerful men in the world, hired private security to follow and harass the Plaintiff, all of which has been described above.

141. Ferreyr feared and continues to fear for her safety as a result of being followed and harassed by Soros' private security, which only serves to cause her additional emotional distress.

142. Based on all of the above described circumstances, Soros conduct of having the Plaintiff followed by his private security created an unreasonable risk of causing her severe emotional distress and anxiety.

143. As has been described above, Soros was aware of the Plaintiff's emotional state as a result of all of his previous actions and conduct so that it was clearly foreseeable that

having the Plaintiff followed and/or harassed by his private security would cause her greater emotional distress.

144. Soros' conduct, as described above, has caused the Plaintiff to fear for her safety and wellbeing, which has caused and continues to cause the Plaintiff severe emotional distress.

145. By reason of the foregoing, Soros is liable to Plaintiff for compensatory and punitive damages for the harm she has suffered and continues to suffer as a direct result of Soros' actions described above, the remedy of which shall be determined as trial, but in no event should be less than ten million dollars (\$10,000,000).

AS AND FOR A THIRD CAUSE OF ACTION
(Prima Facie Tort)

146. Plaintiff repeats and realleges the allegations contained in Paragraph 1 through 145 above as if fully set forth herein.

147. Soros has intentionally and recklessly engaged in, and continues to engage in, a malicious campaign of extreme and outrageous harassment and intimidation against Ferreyr as has been detailed and described above.

148. Furthermore, as is described above, Soros made multiple promises to purchase the Plaintiff an apartment, which promises were reasonably relied upon as Soros is one of the richest men in the world and could reasonably have bought her an apartment.

149. As a direct result of Plaintiff's reliance upon Soros' multiple promises to buy her an apartment, she spent months of her time and resources in order to locate and negotiate the purchase of an apartment.

150. Plaintiff has foregone numerous additional opportunities in reliance upon Soros' promises, including the purchase of other available apartments and even potential

business opportunities, as she was so focused on locating and purchasing an apartment pursuant to Soros' promises.

151. Ferreyr has suffered actual economic damages as a result of the time and resources that she spent based entirely on Soros' promises to buy her an apartment; in addition to the economic damages she has suffered as a result of foregoing other opportunities because of her reliance upon Soros' promises.

152. Soros has no excuse or justification for the acts complained of above.

153. By reason of the foregoing, Soros is liable to Plaintiff for compensatory damages for the damages she has suffered and continues to suffer as a direct result of Soros' actions described above, the remedy of which shall be determined as trial.

AS AND FOR A FOURTH CAUSE OF ACTION
(Promissory Estoppel)

154. Plaintiff repeats and realleges the allegations contained in Paragraph 1 through 153 above as if fully set forth herein.

155. As has been described above, Soros made multiple clear and unambiguous promises to Plaintiff. Specifically, Soros made multiple promises to buy the Plaintiff an apartment.

156. The Plaintiff clearly and reasonably relied upon Soros' promises as they had been dating for many years and Soros is one of the richest men in the world and would therefore be able to fulfill his promise with relative ease.

157. The Plaintiff, in reliance upon Soros' promises, spent significant time and resources locating and negotiating the purchase of an apartment. The Plaintiff even went so far as to hire multiple brokers, an interior designer and even a lawyer in order to

complete the purchase of the apartments that Soros had promised, and has therefore suffered damages as a result of Soros' breach of his promises.

158. Furthermore, the Plaintiff continues to suffer damages as a direct result of Soros' breach of his promises to buy her an apartment.

159. First, the Plaintiff has been forced to lease an apartment at great expense, which was an expense that she did not expect to incur as a result of Soros' promises.

160. Second, the Plaintiff passed up multiple opportunities to purchase an apartment on her own, as she had originally intended to do prior to Soros' voluntary promises, which opportunities are no longer available at the locations and/or cost that they would have been had the Plaintiff not relied upon Soros' promises.

161. Finally, the Plaintiff also passed up multiple business opportunities as a result of her reliance upon Soros' multiple promises. The Plaintiff spent so much time and effort locating and negotiating the purchase of an apartment, based solely on Soros' promises that she was unable to devote the necessary time that said business opportunities required.

162. Furthermore, the Plaintiff also passed up certain business opportunities, as she believed that Soros' was going to buy her an apartment, thereby reducing the amount of income that she would be required to generate during the above described time period, as the purchase of an apartment was a significant cost that she believed she no longer had to budget for.

163. But for the Plaintiff's reliance upon Soros' promises to purchase her an apartment, the Plaintiff would have taken advantage of these additional business opportunities in order to earn the additional income that would be required to purchase an apartment, as she had originally planned to do.

164. By reason of the foregoing, Soros is liable to Plaintiff for compensatory and punitive damages for the harm she has suffered and continues to suffer as a direct result of Soros' actions described above, the remedy of which shall be determined as trial, but in no event should be less than ten million dollars (\$10,000,000).

AS AND FOR A FIFTH CAUSE OF ACTION
(Assault and Battery)

165. Plaintiff repeats and realleges the allegations contained in Paragraph 1 through 164 above as if fully set forth herein.

166. As has been described in detail above, Soros intentionally, knowingly and willfully attacked Plaintiff in an attempt to threaten her and cause her physical harm.

167. Furthermore, Soros not only threatened to cause Plaintiff physical harm, but he intentionally contacted her when he slapped her across the face and grabbed her around the throat.

168. Soros also intentionally, knowingly and willfully attacked Plaintiff when he grabbed and threw a lamp at her with the intention of striking her.

169. As a result of Soros' throwing the lamp at Plaintiff with the intent to harm her, the lamp broke causing glass to strike Plaintiff thereby causing her harm.

170. All of the acts committed by Soros and complained of herein were done with actual malice as Soros attacked Plaintiff by hitting, choking and throwing a lamp at her with the sole motivation of being hostile towards Plaintiff and causing her harm.

171. Soros' violent actions caused Plaintiff to fear that she would suffer imminent harmful or offensive contact at the hands of Soros.

172. Furthermore, Soros' violent actions resulted in an intentional wrongful physical contact with the Plaintiff without her consent.

173. By reason of the foregoing, Soros is liable to Plaintiff for compensatory and punitive damages for the harm she has suffered and continues to suffer as a direct result of Soros' actions described above, the remedy of which shall be determined as trial, but in no event should be less than ten million dollars (\$10,000,000).

AS AND FOR A SIXTH CAUSE OF ACTION

(Fraud)

174. Plaintiff repeats and realleges the allegations contained in Paragraph 1 through 173 above as if fully set forth herein.

175. As has been described above, Soros made multiple clear and unambiguous promises to Plaintiff in the form of affirmative statements that he would buy her the First Apartment.

176. Soros was at all relevant times aware of the act that his statements were false as he had no intention of actually purchasing the First Apartment for Plaintiff, in spite of his numerous promises.

177. Soros never gave the Plaintiff an opportunity to purchase the First Apartment on her own, rather choosing to continue his fraudulent scheme to purchase the First Apartment for himself so that he could give it to another girlfriend. In fact, upon information and belief, Soros took steps to prevent the Plaintiff from purchasing the First Apartment as he took steps to make sure that Plaintiff's broker would not return her calls or provide her any updates until he successfully purchased the apartment out from under Plaintiff.

178. Soros' fraudulent intentions are further evidenced by the fact that immediately upon completing the closing for the First Apartment; he gave the apartment to another girlfriend, as appears to have been his plan from the very beginning.

179. Soros was at all times aware of the fact that Plaintiff had intended to purchase the First Apartment herself and that it was her dream home.

180. Soros knew that his promises to buy Plaintiff an apartment were false, but he nevertheless intended to deceive her so that, unbeknownst to Plaintiff, Soros could obtain the specific apartments for himself and another girlfriend while continuing to string Plaintiff and their relationship along.

181. The Plaintiff clearly and reasonably relied upon Soros' promises as they had been dating for many years and Soros is one of the richest men in the world and would therefore be able to fulfill his promise with relative ease.

182. The Plaintiff, in reliance upon Soros' promises, spent significant time and resources locating and negotiating the purchase of an apartment. The Plaintiff even went so far as to hire a broker, conduct months of research, hire an interior designer and spent months negotiating in order to obtain a reduced purchase price, all so that Plaintiff could complete the purchase of the apartment that Soros had promised and which promise Plaintiff reasonably relied upon to her detriment.

183. Furthermore, the Plaintiff continues to suffer damages as a direct result of Soros' fraudulent promises and her reasonable reliance upon same.

184. First, the Plaintiff has been forced to lease an apartment at great expense, which was an expense that she did not expect to incur as a result of Soros' promises and because Plaintiff had intended to purchase an apartment before relying upon Soros' false promises.

185. Second, the Plaintiff passed up multiple opportunities to purchase an apartment on her own, as she had originally intended to do prior to Soros' voluntary promises, which

opportunities are no longer available at the locations and/or cost that they would have been had the Plaintiff not relied upon Soros' intentionally false promises.

186. Finally, the Plaintiff also passed up multiple business opportunities as a result of her reliance upon Soros' multiple promises. The Plaintiff spent so much time and effort locating and negotiating the purchase of an apartment, based solely on Soros' promises that she was unable to devote the necessary time that said business opportunities required.

187. Furthermore, the Plaintiff also passed up certain business opportunities, as she believed that Soros' was going to buy her an apartment, thereby reducing the amount of income that she would be required to generate during the above described time period, as the purchase of an apartment was a significant cost that she believed she no longer had to budget for.

188. Plaintiff reasonably and justifiably relied upon Soros' multiple promises that he would buy her an apartment.

189. But for the Plaintiff's reasonable reliance upon Soros' promises to purchase her an apartment, the Plaintiff would have taken advantage of these additional business opportunities in order to earn the additional income that would be required to purchase an apartment, as she had originally planned to do.

190. Plaintiff has been injured as a result of Soros' material false representations, which Soros knew were false, but nevertheless made in order to deceive Plaintiff. Accordingly, based on Plaintiff's reasonable reliance upon Soros' promises and representations, she has suffered and continues to suffer damages.

191. By reason of the foregoing, Soros is liable to Plaintiff for compensatory and punitive damages for the harm she has suffered and continues to suffer as a direct result

of Soros' actions described above, the remedy of which shall be determined as trial, but in no event should be less than ten million dollars (\$10,000,000).

WHEREFORE, Plaintiff demands judgment as follows:

- A) Under the First Cause of Action, compensatory and punitive damages against Defendants in an amount to be determined at trial, but in no event less than \$10,000,000;
- B) Under the Second Cause of Action, compensatory and punitive damages against Defendants in an amount to be determined at trial, but in no event less than \$10,000,000;
- C) Under the Third Cause of Action, compensatory damages against Defendants in an amount to be determined at trial;
- D) Under the Fourth Cause of Action, compensatory and punitive damages against Defendants in an amount to be determined at trial, but in no event less than \$10,000,000;
- E) Under the Fifth Cause of Action, compensatory and punitive damages against Defendants in an amount to be determined at trial, but in no event less than \$10,000,000;
- F) Under the Sixth Cause of Action, compensatory and punitive damages against Defendants in an amount to be determined at trial, but in no event less than \$10,000,000;
- G) All claims, costs, fees and expenses, including reasonable attorneys' fees incurred by Plaintiff in this action;
- H) For such other and further relief as the Court may deem just and proper.

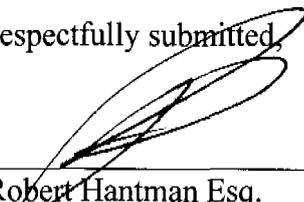
DEMAND FOR JURY TRIAL

Plaintiff hereby demands a trial by jury on all issues and claims so triable.

Dated: New York, New York

August 10, 2011

Respectfully submitted,



Robert Hantman Esq.
Hantman & Associates
www.hantmanlaw.com
Viacom Building
1515 Broadway, 11th Floor
New York, NY 10036-8901
(212) 684-3933
(212) 520-4301(fax)

VERIFICATION

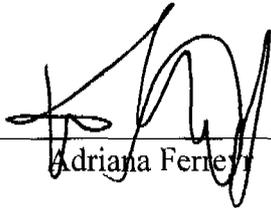
STATE OF NEW YORK)

SS:

COUNTY OF NEW YORK)

Adriana Ferreyr, duly sworn, deposes and says:

I am the plaintiff of the within action, and have read the within Verified Complaint and know the contents thereof; and the same are true to my own knowledge, except those matters therein stated to be alleged on information and belief, and as to those matters I believe them to be true.



Adriana Ferreyr

Sworn to before me on this
10th day of August 2011.



Notary Public
CARLOS M. CARVAJAL
NOTARY PUBLIC - STATE OF NEW YORK
REG. NO. 02CA6042401
QUALIFIED IN NEW YORK COUNTY
COMMISSION EXPIRES MAY 22, 20
11/20/11

Index No.

SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF NEW YORK

ADRIANA FERREYR

Plaintiff,

-against-

GEORGE SOROS and MASG, LLC.

Defendants.

11709256

SUMMONS AND VERIFIED COMPLAINT

HANTMAN & ASSOCIATES
Attorneys At Law
1515 Broadway, 11th Floor
New York, New York 10036
(212) 684-3933

Signature (Rule 1:30-1.1-a)

Robert J. Hantman

Service of a copy of the within

Is hereby admitted

Dated,

.....
Attorney(s) for Plaintiff

Please take notice

O Notice of Entry

that the within is a (certified) true copy of a
duly entered in the office of the clerk of the within named court on

O Notice of settlement

that an order
settlement to the HON.
of the within named court, at
on

of which the within is a true copy will be presented for
one of the judges

At

M

Dated,

Yours, etc.

HANTMAN & ASSOCIATES

Office and Post Office Address

1515 Broadway, 11th Floor
New York, New York 10036

To

Attorney(s) for