

FILED IN DISTRICT COURT
McClain County, Oklahoma

**IN THE DISTRICT COURT OF MCCLAIN COUNTY
STATE OF OKLAHOMA**

MAY 12 2023

KANELLOS D. CHARALAMPOUS,)
 through his Court-Appointed Guardian,)
 Constantine Charalampous; and)
)
 THE KANELLOS D. CHARALAMPOUS)
 REVOCABLE TRUST; and)
)
 THE CHARALAMPOUS FOUNDATION,)
 an Oklahoma Not-for-Profit Corporation)
)
 Plaintiffs,)
)
 v.)
)
 ROBBIE LEE, STEPHEN MENDEL,)
 KATHRYN MENDEL, individuals,)
 and THE MENDEL LAW FIRM, LP,)
 a Texas Limited Partnership.)
)
 Defendants.)

Kristel Gray, Court Clerk
by _____, Deputy

Case No. CJ-23-109

PETITION

General Statement of Case

1. This suit involves a variety of schemes by Defendants, working together and in conspiracy with one another, to siphon large sums of money from Plaintiff Kanellos D. Charalampous (“Dr. Charalampous”), a 91-year-old man with Alzheimer’s and dementia, as well as from his trust and from a charitable foundation that he created.

2. Defendant Robbie Lee was Dr. Charalampous’ paid caretaker. Using her position of power and control, she caused Dr. Charalampous to transfer hundreds of thousands of dollars to her, to pay for substantial personal expenses on her behalf, and to transfer at least \$100,000 money to third parties for her benefit and for the benefit of her schemes. This was all years after Dr. Charalampous was diagnosed with dementia and Alzheimer’s and more than a year after Dr.

Charalampous was directed in writing by his neurologist (in May 2021) that “You are no longer competent to manage your finances, which should now be managed by your children.”

3. The type of Alzheimer’s Dr. Charalampous has makes him particularly desirous of sex, to the point of inappropriateness. Defendant Lee used this desire, caused by the disease, to control Dr. Charalampous by engaging in regular sex acts with him. By engaging in sexual activity with a person medically unable to consent, Defendant Lee committed battery (and also violated criminal statutes prohibiting medical caretakers from engaging in sexual acts with those in their care).

4. Most troubling of all, in May 2022, Defendant Lee brought Dr. Charalampous to an attorney friend of hers, Defendant Stephen Mendel, and (according to representations made by Lee and Mendel) had him execute a new estate plan directly contrary to the one he had made six years earlier when he was competent. The details of the estate plan were written out by hand by Defendant Lee in a series of notes that have since been discovered by Plaintiffs. Despite repeated demand, Defendants have refused to supply Plaintiffs with copies of the estate planning documents they say Dr. Charalampous executed in May 2022.

5. Based on representations by Defendants and also the notes found that were written by Defendant Lee, the purported estate planning documents were to the benefit of Defendants and at the expense of the Plaintiffs (including, it is believed, documents purporting to revoke prior assignments of assets to the Kanellos D. Charalampous Revocable Trust (the “Trust”)—which at that point had already become irrevocable as a result of Dr. Charalampous’ incapacity).

6. After Defendants’ schemes were discovered, and with Defendants knowing that Dr. Charalampous’ sons were in the car on the way to get their dad, Defendants caused Dr. Charalampous to sign an instrument purporting to revoke powers of attorney he had previously

given his sons to care for him, his health, and his finances. Worse, the purported revocation contains an unconscionable provision purporting to restrain Dr. Charalampous' ability to name another power of attorney unless the power of attorney is specifically drafted and/or approved by Defendant Stephen Mendel.

7. Plaintiffs bring this action to obtain money damages against Defendants and also to obtain a declaratory judgment that any documents executed by Dr. Charalampous in 2022 at the direction of/in connection with Defendants are invalid by reason of lack of capacity, duress, and/or undue influence.

Parties, Jurisdiction, and Venue

8. Dr. Charalampous is a retired psychiatrist and entrepreneur. He was very financially successful and, over the course of his life, accumulated assets in excess of \$10 million. He is an Oklahoma citizen and currently resides in Oklahoma.

9. Plaintiff Trust is a trust created pursuant to Oklahoma law of which Dr. Charalampous is the settlor and to which he assigned the majority of his assets in 2016.

10. Plaintiff Charalampous Foundation (the "Foundation") is an Oklahoma not-for-profit corporation created by Dr. Charalampous in 2016. It is the successor-in-interest to the Dexion Foundation ("Dexion"), a Texas charitable 501(c)(3) foundation created by Dr. Charalampous in 1965.

11. Defendant Lee is an individual Texas citizen residing in Houston, Texas.

12. Defendant Stephen Mendel is an individual Texas citizen residing in Houston, Texas.

13. Defendant Kathryn Mendel is Defendant Stephen Mendel's wife. She is an individual Texas citizen residing in Houston, Texas.

14. At all relevant times, for all acts that are the subject of this suit, Defendant Stephen Mendel was acting in his capacity as a lawyer at the Mendel Law Firm, LP (the "Law Firm"). Upon information and belief, the Law Firm is a limited partnership with its *situs* in Texas.

15. This Court has personal jurisdiction over the parties, and venue is proper in this Court.

General Background

16. Dr. Charalampous created Dexion in 1965.

17. In 1998, Dr. Charalampous created an estate plan that included a Last Will and Testament, Medical Power of Attorney and Durable Power of Attorney. Dr. Charalampous named his sons, Constantine ("Conrad") and Phillip, as Personal Representatives. Conrad and Philip were the only "individuals" named as heirs in the 1998 estate plan. Plaintiff Dexion Foundation was the only other named devisee, and only for a limited portion of the estate. Conrad and Philip were directors of Dexion at the time and have been continuously since.

18. In 2016, Dr. Charalampous created a new estate plan. The estate plan included, but was not limited to, execution of a Last Will and Testament, creation of the Plaintiff Trust, execution of durable powers of attorney and medical powers of attorney, and an assignments of Dr. Charalampous' assets to the Plaintiff Trust. Again, only Dr. Charalampous' sons and existing entities were named as beneficiaries under his estate. Also, both sons were designated as attorneys in fact under the powers of attorney, as well as personal representatives and successor trustees in the respective estate documents.

19. In April 2017, Dr. Charalampous completed his first codicil to his will, still placing all of his assets into his revocable trust with the exception of his Greek assets, and furthermore ratified the non-affected terms of his will.

20. In 2019, Dr. Charalampous had a series of medical and other events demonstrating his rapidly declining cognitive function. These included a car accident in March 2019 which he ran a stop sign and then off the road entirely, into a tree in a neighbor's yard. The next month, in April 2019, Dr. Charalampous spent five days in the hospital suffering from confusion and delirium after being found in an altered mental state (AMS) sitting next to his car. And in November 2019, Dr. Charalampous was examined at Memorial Hermann hospital in Houston, Texas, after being admitted overnight. The discharge paperwork states Dr. Charalampous had dementia and was taking dementia medication.

21. In April 2021, after an initial neurological examination by a board-certified neurologist, Dr. Charalampous was referred to and later examined by a board-certified neuropsychologist.

22. On May 5, 2021, after extensive examination, Dr. Charalampous was diagnosed to have Dementia of the Alzheimer's type, Moderate Severity, with Behavioral Disturbance (disinhibition). In the follow-up visit with the neurologist, Dr. Charalampous was declared "No longer competent" and having moderate dementia, Alzheimer's type.

23. On May 14, 2021, the neurologist sent a letter to Dr. Charalampous stating, "You are no longer competent to manage your finances, which should be managed by your children..." Dr. Charalampous' sons were also sent a copy of the letter.

Defendants create schemes to siphon money from Dr. Charalampous

24. Defendant Lee was Dr. Charalampous' paid nurse and caretaker at all relevant times. She was with him at the hospital during both 2019 events, and signed the discharge paperwork noting his dementia. She was responsible for making sure he took his medications

relating to the dementia and Alzheimer's. There is no question that she was aware of Dr. Charalampous' condition, and the limits it placed on his abilities.

25. Indeed, on May 14, 2021—the same day that the neurologist sent Dr. Charalampous a letter declaring him no longer competent—Defendant Lee admitted in a text message that Dr. Charalampous had Alzheimer's.

26. At some point, Defendant Lee began to use her position and her knowledge of Dr. Charalampous' condition to take financial advantage of him.

27. Among other things, the particular type of Alzheimer's Dr. Charalampous has made him particularly desirous of sex, to the point of inappropriateness. Defendant Lee used this desire, caused by the disease, to control Dr. Charalampous by engaging in regular sex acts with him.

28. In addition to the sexual acts, there is evidence that Defendant Lee would at times withhold from Dr. Charalampous (without his knowing) his Alzheimer's and dementia medications, to make him more confused and easier to control.

29. Some of Defendant Lee's schemes were simple. For example, she used credit cards and other accounts belonging to Dr. Charalampous to purchase things for herself and her family. Others of her schemes were more intricately planned.

The Estate Planning Scheme

30. In early 2022, Defendant Lee and Defendant Stephen Mendel (an estate planning attorney who is friends with Defendant Lee) caused Dr. Charalampous to donate \$100,000 to an institution with which a particular psychiatrist was associated, for the purpose of obtaining a report from the psychiatrist to the effect that Dr. Charalampous was competent to execute new estate planning documents.

31. Three days after the donation, the psychiatrist sent a one-page letter, directed to Defendant Stephen Mendel, stating that Dr. Charalampous had “mild cognitive impairment without dementia” and purporting to find him competent to execute new estate planning documents. The letter does not mention any aptitude, cognitive or physical testing results, nor does it mention any of Dr. Charalampous’ prior extensive history of diagnoses with dementia and Alzheimer’s or the medications he was taking for the same.

32. The psychiatrist report procured by Defendants is wholly inconsistent with every evaluation of Dr. Charalampous done in the 3 years prior, as well as every evaluation since. It was fraudulently procured in a transparent attempt by Defendants to provide cover for their subsequent acts.

33. On May 9, 2022, Defendant Lee took Dr. Charalampous to see Defendant Stephen Mendel. While there, Defendants purport that Dr. Charalampous executed a new estate plan that is wholly inconsistent with all of his prior estate plans. While Defendants have refused to produce copies of the alleged estate plan—despite repeated demand—statements they have made have provided Plaintiffs with clarity about what was supposedly done. It includes, *inter alia*, a new will, creation of a new trust (with Defendant Stephen Mendel as trustee), a purported assignment of assets that had previously been assigned to Plaintiff Trust, changes to Dexion/the Foundation, and a purported assignment of assets involving the Foundation.

34. It is important to be clear that, by operation of law, Plaintiff Trust became irrevocable when Dr. Charalampous lost capacity, and his sons became trustees at that time. And the sons were already directors of Dexion/the Foundation. As a result, Dr. Charalampous did not have the legal ability in May 2022 to change the disposition of assets that had been previously

assigned to the Trust or to Dexion/the Foundation. Such assets include—but are not limited to—the assets in Dr. Charalampous' Edward Jones account.

35. Of note, Dr. Charalampous never paid so much as one dollar to Defendant Stephen Mendel directly for these alleged estate planning services. However, on May 9, 2022—the same day Defendants say Dr. Charalampous met with attorney Mendel—Dr. Charalampous signed a \$5,500 check to “Kathryn Mendel,” attorney Mendel’s wife. The memo line on the check indicates it is for “ART.” The check is written in its entirety by Defendant Lee, with the signature line being the only input by Dr. Charalampous.

36. Dr. Charalampous never bought artwork from Defendant Kathryn Mendel. Rather, the check was intentionally deceptively written by Defendants to appear to be a legitimate expense, so as to not raise red flags with Dr. Charalampous’ sons (who had access to the bank account).

The Stock Transfer Scheme and POA Revocation Scheme

37. On September 21, 2022, Defendant Lee took Dr. Charalampous to see his Edward Jones broker. While they were there together, she had Dr. Charalampous sign an authorization form directing the broker to transfer one share of Berkshire Hathaway Inc. stock to Defendant Lee. The value of that one share exceeded \$400,000 at the time.

38. On October 27, 2022, Dr. Charalampous called his son, Conrad, confused about whether and why he had transferred the stock to Defendant Lee. Conrad called the broker, who told him what had happened. These two phone calls were the inciting incidents that led to the discovery of all of Defendants’ various schemes.

39. Upon making the discovery, Conrad announced that he was driving to Houston immediately and would arrive there later that evening. Conrad arrived in Houston that evening. He saw his father, talked to him briefly, and went to bed.

40. Conrad later learned that on that very same day, his father is purported to have signed a revocation of the power of attorney granted to Conrad and Philip back in 2016. That is, after Defendants were caught, they had a senior with Alzheimer's sign a revocation of the powers of attorney he had previously given to his sons to care for him, his health, and his finances. They had him revoke not only his Durable Power of Attorney, but also his Medical Power of Attorney, leaving him totally without anyone authorized to care for him. This was two (2) days before Dr. Charalampous was found to be so further diminished in his capacity that his neurologist stated that guardianship is "necessary."

41. More shockingly, the purported revocation contained an unconscionable provision purporting to restrain Dr. Charalampous' ability to name another power of attorney unless the power of attorney is specifically drafted and/or approved by Defendant Stephen Mendel.

42. The fact, timing, and details of the October 27 revocation make clear that Defendants—on the verge of being caught—caused Dr. Charalampous to sign it in hopes that they might avoid the consequences of their prior misconduct.

43. On October 31, 2022—after Conrad and his wife informed Defendant Lee that what she had done with the Edward Jones account was criminal—Defendant Lee returned cash in lieu the stock she had taken (presumably because she had already liquidated the actual share).

44. This is not the first time Defendant Stephen Mendel has done something like this. Rather, he has been sued for substantially the same acts at least once before. *See Harris County Probate Case No. 447733-401.*

Count I: Declaratory Judgment

45. Plaintiffs incorporate the foregoing as if fully set forth here.

46. There is a live dispute between Plaintiffs and Defendants about the validity and enforceability of any documents Dr. Charalampous may have executed in 2022 in connection with/at the direction of Defendants.

47. The Court should declare that any such documents are invalid and/or unenforceable by reason of incapacity and/or as the result of undue influence and/or duress.

Count II: Breach of Fiduciary Duty

48. Plaintiffs incorporate the foregoing as if fully set forth here.

49. Defendants owed fiduciary duties to Plaintiffs.

50. Defendants breached their duties.

51. Plaintiffs suffered damages as a result.

Count III: Undue Influence

52. Plaintiffs incorporate the foregoing as if fully set forth here.

53. Defendants used undue influence to cause Dr. Charalampous to take various acts in their favor including, but not limited to, *inter alia*, execution of estate planning documents with Defendants and also transfer of \$100,000 to a third party for purpose of obtaining the fraudulent psychiatrist evaluation.

54. Defendants' undue influence caused Plaintiffs damages.

Count IV: Fraud/Constructive Fraud/Misrepresentation/Negligent Misrepresentation

55. Plaintiffs incorporate the foregoing as if fully set forth here.

56. Defendants' various conduct toward Plaintiffs constitutes fraud and/or constructive fraud. This includes, Defendants' conduct in convincing Dr. Charalampous to execute estate planning documents with Defendants and also transfer of \$100,000 to a third party for purpose of obtaining the fraudulent psychiatrist evaluation all using misrepresentations of truth and/or through

failing to disclose material facts they had a duty to disclose—all while knowing of Dr. Charalampous' mental state.

57. Plaintiffs suffered damages as a result.

Count V: Intentional Infliction of Emotional Distress

58. Plaintiffs incorporate the foregoing as if fully set forth here.

59. Defendants acted intentionally and recklessly, and their conduct was extreme and outrageous.

60. Dr. Charalampous experienced severe emotional distress as a result of Defendants' extreme and outrageous conduct.

Count VI: Battery

61. Plaintiffs incorporate the foregoing as if fully set forth here.

62. By engaging in sexual conduct with an incapacitated person who could not consent as a matter of law, Defendant Lee committed the tort of battery.

63. Dr. Charalampous suffered damages as a result.

Count VII: Conversion

64. Plaintiffs incorporate the foregoing as if fully set forth here.

65. Defendants wrongfully interfered in Plaintiffs' property rights as to various assets belonging to Plaintiffs.

66. Plaintiffs suffered damages as a result.

Count VIII: Embezzlement/Misappropriation/Civil Theft

67. Plaintiffs incorporate the foregoing as if fully set forth here.

68. Defendants have wrongfully appropriated funds and other assets belonging to Plaintiffs.

69. Plaintiffs have suffered damages as a result.

Count IX: Unjust Enrichment

70. Plaintiffs incorporate the foregoing as if fully set forth here.

71. Through wrongful means, Defendants unjustly enriched themselves to Plaintiffs' detriment.

Count X: Money Had and Received

72. Plaintiffs incorporate the foregoing as if fully set forth here.

73. Defendants have taken possession of monies that in justice and equity should be returned to Plaintiffs.

Count XI: Negligence

74. Plaintiffs incorporate the foregoing as if fully set forth here.

75. Defendants owed Plaintiffs a duty of care, which they breached.

76. Plaintiffs suffered damages as a result.

Count XII: Respondeat Superior

77. Plaintiffs incorporate the foregoing as if fully set forth here.

78. Defendant Stephen Mendel's tortious acts were taken within the scope of his duties as an employee of Defendant law firm. Accordingly, it is liable to the same extent as he is.

Count XIII: Civil Conspiracy/Aiding and Abetting

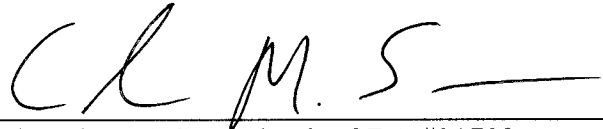
79. Plaintiffs incorporate the foregoing as if fully set forth here.

80. All of Defendants acts described herein were taken as a part of, and in furtherance of, a common plan/scheme to take advantage of Dr. Charalampous. Defendants are therefore liable for one-another's acts as if they themselves had committed the acts.

Prayer for Relief

WHEREFORE, Plaintiffs request that the Court grant judgment in their favor against Defendants as follows:

- (a) Declaring that any documents purportedly executed by Dr. Charalampous in 2022 in connection with/at the direction of Defendants were invalid and/or unenforceable by reason of incapacity and/or as the result of undue influence and/or duress.
- (b) Awarding damages, restitution, and disgorgement in an amount to be determined at trial;
- (c) Awarding Plaintiffs' costs and attorney's fees incurred in this action;
- (d) Awarding punitive damages in Plaintiffs' favor; and
- (e) Awarding such other relief to which Plaintiffs may be entitled.



Christopher M. Scaperlanda, OBA #31703
Steven P. Cole, OBA #11269
McAfee & Taft A Professional Corporation
8th Floor, Two Leadership Square
211 North Robinson
Oklahoma City, OK 73102
(405) 235-9621 (telephone)
(405) 235-0349 (facsimile)
christopher.scaperlanda@mcafeetaft.com
steven.cole@mcafeetaft.com

and

Greg Dixon, OBA #16492
Nichols / Dixon PLLC
104 E. Main St., Suite 100
Norman, OK 73069

ATTORNEYS FOR PLAINTIFFS