

IN THE CIRCUIT COURT OF COOK COUNTY, ILLINOIS  
COUNTY DEPARTMENT, CHANCERY DIVISION

2009L005135  
CALENDAR/ROOM 5  
TIME 00:00  
Fraud

EUGENE CUCHETTO, )  
)  
Plaintiff, )

vs. )  
)

LINDA STEEN BILECKI a/k/a LINDA )  
STEIN BILECKI a/k/a LINDA BILECKI, )  
LARRY SILVERMAN, individually and )  
as agent of SILVERMAN APPRAISALS, )  
HARRY DEFOURNEAU, KENNETH )  
BLAYLOCK, LESLIE LOVE, individually )  
and as agent of TOTAL REAL-ESTATE, )  
ARLENE LOVE, individually and as agent )  
of TOTAL REAL-ESTATE, STEWART )  
TITLE OF ILLINOIS, an Illinois corporation )  
and COUNTRYWIDE HOME LOANS, a )  
foreign corporation )  
Defendants. )

No.:

09:17:30 PM 3:06  
10:30

COMPLAINT AT LAW

NOW COMES the Plaintiff, EUGENE CUCHETTO, by and through his attorneys, NAVIGATO & SALVATO, and as and for his Complaint against the Defendants, states as follows:

PRELIMINARY STATEMENT

1. Eugene Cuchetto's cause of action includes claims for fraud, negligence, breach of fiduciary duty, civil conspiracy and for imposition of a constructive trust. Defendants Linda Steen Bilecki a/k/a Linda Stein Bilecki a/k/a Linda Bilecki, Silverman Appraisals as principal of Larry Silverman, Larry Silverman, individually, Attorney Harry DeFourneau, Kenneth Blaylock, Total Real Estate as principal of Leslie Love, Leslie Love, individually, Total Real Estate as principal of Arlene Love, and Arlene Love, individually, perpetrated a scheme to defraud Eugene

NAVIGATO & SALVATO  
ATTORNEYS AT LAW  
53 W. JACKSON BLVD.  
SUITE 175D  
CHICAGO, IL 60604  
(312) 583-9500

Cuchetto through a fraudulent real estate transaction.

### THE PARTIES

2. Plaintiff Eugene Cuchetto ("Cuchetto") is an individual who resides at 3338 South Emerald, Chicago, Illinois 60616. Eugene's instant cause of action arises out of his purchase of real property located at 6143 S. Carpenter, Chicago, Illinois, 60621 ("Carpenter property").

3. Defendant Kenneth Blaylock ("Blaylock") is an individual who resides at 4100 W. Madison, Chicago, Illinois, 60624-2303. Blaylock was the owner of the Carpenter property. He entered into a contract to sell and eventually sold the Carpenter property to Cuchetto for an inflated price.

4. Defendant Leslie Love is an individual who resides at 4843 Turner Court, Country Club Hills, Illinois, 60478-5829. At all relevant times mentioned herein, Leslie was the real estate agent for Cuchetto. He was the owner of Defendant Total Real-Estate. Total Real-Estate was, and upon information and belief still is, a real estate firm with its principal place of business located at 10329 S. Halsted, Chicago, Illinois 60628. Defendant Leslie Love made numerous misrepresentations to Cuchetto concerning the Carpenter property.

5. Defendant Arlene Love is an individual who resides at 4830 Sligo Way Avenue, Country Club Hills, Illinois 60478. At all relevant times mentioned herein, Arlene was the real estate agent for Cuchetto. She was an employee of Defendant Total Real-Estate. Total Real-Estate was, and upon information and belief still is, a real estate firm with its principal place of business located at 10329 S. Halsted, Chicago, Illinois, 60628. Defendant Arlene Love made numerous misrepresentations to Cuchetto concerning the Carpenter property. Upon information and belief, Defendant Arlene Love did not have a valid real estate license at the time she represented Cuchetto.

6. Defendant Total Real-Estate is a real estate firm that at all relevant times mentioned herein employed Defendants Arlene Love and Leslie Love. Its principal place of business was, and upon information and belief still is, located at 10329 S. Halsted, Chicago, Illinois, 60628

7. Defendant Linda Steen Bilecki a/k/a Linda Stein Bilecki a/k/a Linda Bilecki ("Bilecki") is an individual who resides at 3805 Brenton Drive, Joliet, Illinois, 60431. Bilecki was the mortgage broker/real estate agent for the Plaintiff who made numerous misrepresentations to the Plaintiff regarding the Carpenter property. Upon information and belief, Bilecki holds herself out to the public as a real estate agent but lacks the appropriate license.

8. Defendant Attorney Harry DeFourneau ("DeFourneau") is an individual with his legal practice located at 53 W. Jackson, Suite 1523, Chicago, Illinois, 60604. DeFourneau represented Cuchetto in his purchase of the Carpenter property. Arlene Love and Leslie Love referred Cuchetto to DeFourneau. DeFourneau made several misrepresentations to Cuchetto, concealed information from Cuchetto and failed to appear at the closing of the Carpenter property.

10. Silverman Appraisals is a real estate appraisal firm upon information and belief located in Joliet, Illinois. Silverman Appraisals employed Larry Silverman, the individual who performed and submitted inflated appraisals of the Carpenter property.

11. Defendant Larry Silverman ("Silverman") is an individual who resides at 909 S. Cooper Road, New Lenox, Illinois 60451. Silverman was the appraiser who helped perpetrate the fraudulent scheme by submitting false appraisals that overstated the value of the Carpenter property.

12. Defendant Stewart Title of Illinois ("Stewart Title") is an Illinois corporation authorized to do business in the State of Illinois. Stewart Title was and still is a corporation that

provides title insurance and related information services required for settlement by real estate and mortgage companies. Stewart Title was the closing agent for the Carpenter property. Stewart Title negligently closed the loan when it knew or should have known that the loan and closing documents contained numerous inconsistencies and Plaintiff, although represented by counsel, did not have counsel present at the closing.

13. Defendant Countrywide Home Loans, Inc. ("Countrywide"), is a foreign corporation authorized to do business in the State of Illinois. Countrywide was and still is a corporation that, among other ventures, is in the business of providing home loans to individuals. Countrywide provided the Plaintiff with a loan so that he could purchase the Carpenter property.

#### **ALLEGATIONS COMMON TO ALL COUNTS**

14. In early 2007, Cuchetto met Bilecki. Bilecki held herself out as a mortgage broker and real estate agent. After talking for a few months, the parties decided to enter into what Cuchetto believed to be a legitimate business venture but in actuality was a fraudulent scheme designed to swindle thousands of dollars out of Mr. Cuchetto.

15. On August 26, 2007, the parties, after much negotiation, entered into a short written contract in Cook County, Illinois, whereby Cuchetto agreed to pay Bilecki a fee of \$1,500.00 for her time spent pursuing foreclosures and negotiating home sales. In exchange, Cuchetto agreed to put up earnest money as well as money for appraisals, surveys, repairs and insurance. Once the properties were refurbished and sold, Bilecki was to receive 25% of the proceeds and Cuchetto was to receive 75% of the proceeds. (See contract attached hereto as Exhibit "A").

16. Over the course of their agreement, Cuchetto paid Bilecki in excess of \$80,000.00 for her alleged time spent pursuing foreclosures and negotiating home sales. Bilecki did not do any work. She cashed Cuchetto's checks and, upon information and belief, used them for her own

personal satisfactions.

17. In May of 2007, prior to entering into the contract mentioned above, Bilecki, in furtherance of her fraudulent scheme, found a property at 6143 S. Carpenter in Chicago, Illinois, owned by Blaylock and informed Cuchetto of the "great" investment potential in the property.

18. Bilecki referred Cuchetto to Total Real-Estate. The owners of Total Real-Estate, Leslie Love and Arlene Love, in furtherance of the fraudulent scheme, agreed to act as Cuchetto's real estate agents for his purchase of the Carpenter property. They also referred him to Attorney Harry DeFourneau to provide him with legal representation in this matter.

19. When Cuchetto met with Blaylock, Blaylock informed him that the Carpenter property was zoned as a 2-unit dwelling with a value in excess of \$280,000.00. That statement was confirmed by Total Real-Estate via the Loves as well as by Bilecki and DeFourneau. Each Defendant knew that statement was false and confirmed the statement in the hope that Cuchetto would go ahead and purchase the Carpenter property.

20. In order to secure financing for the property, Cuchetto applied for a loan from Countrywide Home Loans.

21. Countrywide (America's Wholesale Lender) approved Cuchetto for a \$266,000.00 loan although, as Cuchetto would soon find out, the property was worth far less.

22. Sometime after speaking with Blaylock and a representative from Countrywide (America's Wholesale Lender), Silverman of Silverman Appraisals was asked to do an appraisal of the Carpenter property. In furtherance of the scheme, Silverman's appraisal falsely indicated that the property was worth \$280,000.00.

23. The closing of the Carpenter property took place on May 15, 2007. (A copy of the HUD-1 is attached hereto as exhibit "B"). Stewart Title of Illinois was the closing agent. The closing

took place at Stewart's office located at 1300 Higgins Road, Suite 101, Park Ridge, Illinois 60068.

24. Stewart Title allowed the closing to proceed and Countrywide Home Loans (America's Wholesale Lender) provided funding even though Cuchetto's attorney DeFourneau was not present at the closing and the closing documents contained several inconsistencies. For example, the property was incorrectly zoned, there were no attorney fees for DeFourneau listed on the HUD-1, and there was no survey of the property.

25. A couple days after the closing, Cuchetto called the Cook County Assessors office to inquire about real estate taxes. At that time, the Assessor's office informed Cuchetto that the Carpenter property was actually zoned as a single family residence not a 2-unit dwelling as the Defendants told him prior to his purchase. Later, Cuchetto found out that the Carpenter property was only worth between \$80,000.00 to \$120,000.00.

26. Months after finding out from the Cook County Assessor that the Carpenter property was worth far less than the purchase price and that he had been defrauded by the Defendants, Cuchetto attempted to contact all the parties. To date, he has been unable to reach them.

27. Upon information and belief, the parties split up the sale proceeds amongst themselves and have refused to respond to any of Mr. Cuchetto's inquiries.

#### COUNT I

#### COMMON LAW FRAUD AGAINST BILECKI, SILVERMAN APPRAISALS, SILVERMAN, DEFOURNEAU, BLAYLOCK, TOTAL REAL-ESTATE, ARLENE LOVE AND LESLIE LOVE

28. Cuchetto incorporates and restates paragraphs nos. 1 through 27 as and for this paragraph

28.

29. Bilecki, Silverman Appraisals, as Silverman's principal, Silverman, individually,

DeFoumeau, Blaylock, Total Real-Estate, as principal of Arlene Love and Leslie Love, Arlene Love, individually and Leslie Love, individually, made material misrepresentations of fact in connection with the Carpenter property, including misrepresentations regarding the (1) appraised value of the property; and (2) the zoning classification of the property.

30. These misrepresentations involved incomplete, false, and misleading information concerning the value of the subject real estate and the zoning classification of the property.

31. Bilecki, Silverman Appraisals, as Silverman's principal, Silverman, individually, DeFoumeau, Blaylock, Total Real-Estate, as principal of Arlene Love and Leslie Love, Arlene Love, individually and Leslie Love, individually knew that their representations were false when they were made to Cuchetto, or that the representations were made recklessly, without regard for their truth or falsity.

32. The misrepresentations were made with the intent to induce reliance by Cuchetto to purchase the Carpenter property.

33. Cuchetto reasonably relied upon these misrepresentations to his detriment by purchasing the Carpenter property.

34. Cuchetto has been damaged as a result of his reasonable reliance upon these misrepresentations by the Defendants in that he borrowed money in amounts greatly in excess of the collateral available to secure the loaned amount.

Wherefore, Plaintiff, Eugene Cuchetto, respectfully prays that judgment be entered in his favor and against Bilecki, Silverman Appraisals, as Silverman's principal, Silverman, individually, DeFoumeau, Blaylock, Total Real-Estate, as principal of Arlene Love, Arlene Love, individually, Total Real-Estate as principal of Leslie Love and Leslie Love, individually, joint and severally, in an amount to be proven at trial, together with interest, costs, punitive damages

and such other relief as this Court may deem appropriate under the circumstances, including the imposition of a constructive trust as requested in Count VII herein.

**COUNT II**  
**BREACH OF FIDUCIARY DUTY AGAINST STEWART TITLE**

35. Cuchetto incorporates and restates paragraph nos. 1 through 34 as and for this paragraph

35.

36. Stewart Title, as the escrow and settlement agent for the Carpenter property transaction, owed Cuchetto certain fiduciary duties, including the duty of care and the duty of loyalty.

37. Stewart Title was required to act in the best interests of Cuchetto and exercise a high degree of care which included properly reviewing all closing documents and making sure to safeguard against fraud and corruption.

38. Stewart Title, through its agents and employees, breached the duties it owed to Cuchetto when it completed the transaction of the Carpenter property.

39. Stewart Title knew or should have known that Cuchetto's attorney did not appear at the closing, the zoning classification of the property was incorrect, and the closing documents contained several inconsistencies.

40. These facts should have alerted Stewart Title that a fraud was being perpetrated on Cuchetto.

41. Stewart Title breached its duty to Cuchetto by completing the transaction.

42. Cuchetto has been damaged as a result of Stewart Title's breach of duty.

Wherefore, Plaintiff, Eugene Cuchetto, respectfully prays that judgment be entered in his favor and against Stewart Title in an amount to be proven at trial, together with interest, costs, punitive damages, attorney fees, and such other relief as this Court may deem appropriate under



the circumstances.

**COUNT III**  
**NEGLIGENCE AGAINST STEWART TITLE**

43. Cuchetto incorporates and restates paragraphs nos. 1 through 42 as this paragraph 43.

44. Stewart Title owed a duty of care to Cuchetto.

45. Stewart Title breached that duty when it completed the transaction of the Carpenter property.

46. Stewart Title's breach proximately caused Cuchetto to suffer damages.

Wherefore, Plaintiff, Eugene Cuchetto, respectfully prays that judgment be entered in his favor and against Stewart Title in an amount to be proven at trial, together with interest, costs, punitive damages, attorney fees, and such other relief as this Court may deem appropriate under the circumstances.

**COUNT IV**  
**BREACH OF FIDUCIARY DUTY AGAINST COUNTRYWIDE**

47. Cuchetto incorporates and restates paragraphs nos. 1 through 46 as this paragraph 47.

48. Countrywide, as Cuchetto's borrower, owed Cuchetto certain fiduciary duties, including the duty of care and the duty of loyalty.

49. Countrywide was required to act in the best interest of Cuchetto and exercise a high degree of care to only fund the transaction and name Cuchetto as mortgagee after receiving the appropriate documentation and ensuring the collateral was sufficient to serve as security for the mortgage.

50. Countrywide, through its employees and agents, breached the duties it owed Cuchetto when it disbursed its funds for the Carpenter property based upon closing documents that were incomplete, false and/or fraudulent.

51. Countrywide knew or should have known that the inflated appraisal, and inconsistencies in the closing documents of the property was a reason for concern and warranted further investigation.

52. These facts should have alerted Countrywide that a fraud was being perpetrated on Cuchetto.

53. Countrywide breached its duty by disbursing the loan monies.

54. Cuchetto has been damaged as a result of Countrywide's breach of the duty it owed Cuchetto.

Wherefore, Plaintiff, Eugene Cuchetto, respectfully prays that judgment be entered in his favor and against Countrywide in an amount to be proven at trial, together with interest, costs, punitive damages, attorney fees, and such other relief as this Court may deem appropriate under the circumstances.

**COUNT V**  
**NEGLIGENCE AGAINST COUNTRYWIDE**

55. Cuchetto incorporates and restates paragraphs nos. 1 through 54 as this paragraph 55.

56. Countrywide owed a duty of care to Cuchetto.

57. Countrywide breached that duty when it disbursed the monies to fund the closing of the Carpenter property.

58. Countrywide's breach proximately caused Cuchetto to suffer damages.

Wherefore, Plaintiff, Eugene Cuchetto, respectfully prays that judgment be entered in his favor and against Countrywide in an amount to be proven at trial, together with interest, costs, punitive damages, attorney fees, and such other relief as this Court may deem appropriate under the circumstances.

**COUNT VI**  
**CIVIL CONSPIRACY AGAINST BILECKI, SILVERMAN APPRAISALS,**  
**SILVERMAN, DEFOURNEAU, BLAYLOCK, TOTAL REAL-ESTATE, ARLENE LOVE**  
**AND LESLIE LOVE**

59. Cuchetto incorporates and restates paragraphs nos. 1 through 58 as and for this paragraph 59.

60. Upon information and belief, Bilecki, Silverman Appraisals, Silverman, DeFourneau, Blaylock, Total Real-Estate, Arlene Love and Leslie Love, wrongfully and illegally conspired to defraud Cuchetto by entering into an agreement or plan to make false statements and create false and misleading documents, including but not limited to, a false real estate appraisal.

61. One or more of these statements and documents contained intentionally false and misleading representations, including the zoning classification of the property and the value of the subject real estate.

62. Upon information and belief, the Defendants secretly agreed and conspired to prepare and did prepare materially false and misleading documents and oral statements in order to defraud Cuchetto, including but not limited to the zoning classification of the property and the value of the subject real estate. The representations were presented to Cuchetto for the purpose of overstating the value of the property. The Defendants intended that Cuchetto would rely upon these representations in purchasing the Carpenter property.

63. Cuchetto reasonably relied on the foregoing false information in purchasing the Carpenter property.

64. Cuchetto has been damaged as a result of the foregoing conspiracy by the Defendants to defraud Cuchetto through having been fraudulently induced to purchase the Carpenter property.

65. The foregoing conspiracy by the Defendants was knowing, malicious, and intentional or

made with reckless disregard for the rights of Cuchetto.

Wherefore, Plaintiff, Eugene Cuchetto, respectfully prays that judgment be entered in his favor and against Bilecki, Silverman Appraisals, as Silverman's principal, Silverman, individually, DeFourneau, Blaylock, Total Real-Estate, as principal of Arlene Love, Arlene Love, individually and Total Real-Estate as principal of Leslie Love and Leslie Love individually, joint and severally, in an amount to be proven at trial, together with interest, costs, punitive damages and such other relief as this Court may deem appropriate under the circumstances.

**COUNT VII**  
**CONSTRUCTIVE TRUST AGAINST BILECKI, SILVERMAN APPRAISALS,**  
**SILVERMAN, DEFOURNEAU, BLAYLOCK, TOTAL REAL-ESTATE, ARLENE LOVE**  
**AND LESLIE LOVE**

66. Cuchetto incorporates and restates paragraphs nos. 1 through 65 as and for this paragraph
66. .
67. Defendants Bilecki, Silverman Appraisals, Silverman, DeFourneau, Blaylock, Total Real-Estate, Arlene Love and Leslie Love, made material misrepresentations of fact in connection with the purchase of the property by the Plaintiff including, but not limited to, misrepresentations concerning the value of the property and its zoning classification.
68. The Defendants knew that this information was false when it was provided to Cuchetto, or gave this information recklessly without regard for its truth or falsity.
69. The misrepresentations were made with the intention to induce reliance by Cuchetto to purchase the Carpenter property.
70. Cuchetto relied upon these representations to his detriment by purchasing the Carpenter property.
71. Cuchetto has been damaged as a result of his reliance upon these misrepresentations by

the Defendants in that he purchased the Carpenter property for an amount grossly in excess of the actual value of the property.

72. Defendants Bilecki, Silverman Appraisals, Silverman, DeFourneau, Blaylock, Total Real-Estate, Arlene Love and Leslie Love have been unjustly enriched by their fraudulent activities.

Wherefore, Plaintiff, Eugene Cuchetto, respectfully prays that judgment be entered in his favor and against the Defendants imposing a constructive trust on the proceeds of the loan paid to Bilecki, Silverman Appraisals, as Silverman's principal, Silverman, individually, DeFourneau, Blaylock, Total Real-Estate, as principal of Arlene Love, Arlene Love, individually and Total Real-Estate as principal of Leslie Love and Leslie Love individually, and any property or ownership interest purchased with the ill-gotten and fraudulently obtained loan proceeds.

Respectfully submitted,

NAVIGATO & SALVATO



Carl S. Salvato

Attorney for the Plaintiff

IN THE CIRCUIT COURT OF COOK COUNTY, ILLINOIS  
COUNTY DEPARTMENT, CHANCERY DIVISION

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ARLENE LOVE, individually and as agent )  
of TOTAL REAL-ESTATE, STEWART )  
TITLE OF ILLINOIS, an Illinois corporation )  
and COUNTRYWIDE HOME LOANS, a )  
foreign corporation )

No.:

Defendants. )

ILLINOIS SUPREME COURT RULE 222(b) AFFIDAVIT

I, Carl S. Salvato, being first duly sworn on oath, hereby deposes and states as follows:

1. That I am an attorney licensed to practice law in the State of Illinois.
2. That I represent the Plaintiff in regards to the above-captioned case.
3. That based upon my review of the facts, circumstances and injuries known to date, the damages sought exceed Fifty Thousand (\$50,000.00) Dollars.

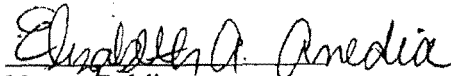
FURTHER AFFIANT SAYETH NOT



Carl S. Salvato

NAVIGATO & SALVATO  
ATTORNEYS AT LAW  
53 W. JACKSON BLVD.  
SUITE 1750  
CHICAGO, IL 60604  
(312) 583-9500

Subscribed and Sworn to before me  
this \_\_\_\_\_ day of \_\_\_\_\_  
2009.

  
Notary Public