

**IN THE CIRCUIT COURT OF COOK COUNTY, ILLINOIS
COUNTY DEPARTMENT, LAW DIVISION**

STUDIO D ARCHITECTURE, L.L.C.,)
)
Plaintiff,)
)
v.)
)
MICHAEL MARESSO, ARCANE ARCHITECTURE)
& CONSULTING, INC. d/b/a M - 1 ARCHITECTURE)
& CONSULTING, INC., ANTHONY IURO, IURO &)
ASSOCIATES CORP., NATALIE PERRY, NLP)
ENGINEERING, INC., MICHAEL COX, DINO)
CASELLA, GC CONSULTING, L.L.C., CONRAD)
WHITE, RNR DEVELOPMENT GROUP, INC.,)
RENATO RUFFALO, R & M DEVELOPMENT GROUP,)
INC., HENEGHAN HOME AT 3114-22 N. SHEFFIELD,)
L.L.C., PRO MC PROPERTIES, L.L.C., PRO MC)
CONSTRUCTION, INC., BRIAN DOHERTY,)
DOHERTY & HEALY DEVELOPERS, L.L.C.,)
3718 NORTH KENMORE, L.L.C., 4141 N. BELL, L.L.C.,)
RONAN CONSTRUCTION, L.L.C., OSG, L.L.C.,)
GLM DEVELOPERS, L.L.C., J.P. DEVELOPMENT,)
INC., DRAKE HOME BUILDERS, INC., NEWELL)
HOMES, INC., EAMMON GIBBONS,)
)
Defendants.)

*In excess of
\$50,000.00*

COMPLAINT + *Jury Demand*

NOW COMES Plaintiff, Studio D Architecture, L.L.C. ("Studio D"), by and through its attorneys, The Law Office of Christopher Zink and Hall, Prangle, and Schoonveld, L.L.C., and as its Complaint against the above-named defendants, states as follows:

ALLEGATIONS COMMON TO ALL COUNTS

1. Studio D is an Illinois limited liability company whose principal place of business is located in Cook County, Illinois.

2. Studio D does business in Cook County, Illinois.
3. Michael Maresso (“Maresso”) is an individual who resides at 10834 S. Keeler, Oak Lawn, Illinois in Cook County, Illinois.
4. Arcane Architecture & Consulting, Inc. is an Illinois corporation that does business under the assumed name of M -1 Architecture & Consulting, Inc. (“Arcane”) and whose principal place of business is located in Cook County, Illinois.
5. Anthony Iuro (“Iuro”) is an individual who resides at 1300 N. Lake Shore Drive, #7A, Chicago, Illinois in Cook County, Illinois.
6. Iuro & Associates Corp. (“IAC”) is an Illinois corporation whose principal place of business is in Cook County, Illinois.
7. Natalie Perry (“Perry”) is an individual who resides at 4742 S. Champlain, Chicago, Illinois in Cook County, Illinois.
8. NLP Engineering, Inc. (“NLP”) is an Illinois corporation whose principal place of business is in Cook County, Illinois.
9. Michael Cox (“Cox”) is an individual who resides at 25444 Spring Street, Manhattan, Illinois in Will County, Illinois.
10. Dino Casella (“Casella”) is an individual who resides at 736 E. Devon Avenue, Roselle, Illinois in DuPage County, Illinois.
11. GC Consulting, L.L.C. (“GCC”) is an Illinois limited liability company that does business in Cook County, Illinois.
12. Conrad White (“White”) is an individual who resides at 1959 N. Sheffield Avenue, Chicago, Illinois in Cook County, Illinois.

13. RNR Development Group, L.L.C. (“RNR”) is an Illinois limited liability company whose principal place of business is in Cook County, Illinois.

14. Renato Ruffalo (“Ruffalo”) is an individual who resides at 3018 S. Princeton Avenue, Chicago, Illinois in Cook County, Illinois.

15. R & M Development Group, Inc. (“RMD”) is an Illinois corporation whose principal place of business is in Cook County, Illinois.

16. Heneghan Homes at 3114-22 N. Sheffield, L.L.C. (“Heneghan”) is an Illinois limited liability company whose principal place of business is in Cook County, Illinois.

17. Pro MC Properties, L.L.C. (“PMCP”) is an Illinois limited liability company whose principal place of business is in Cook County, Illinois.

18. Pro MC Construction, Inc. (“PMCC”) is an Illinois corporation whose principal place of business is in Cook County, Illinois.

19. Brian Doherty (“Doherty”) is an individual who resides at 1722 N. Mozart Street, Chicago, Illinois in Cook County, Illinois.

20. Doherty and Healy Developers, L.L.C. (“DHD”) is an Illinois limited liability company whose principal place of business is in Cook County, Illinois.

21. 3718 North Kenmore, L.L.C. (“3718”) is an Illinois limited liability company whose principal place of business is in Cook County, Illinois.

22. 4141 N. Bell, L.L.C. (“4141”) is an Illinois limited liability company whose principal place of business is in Cook County, Illinois.

23. Ronan Construction, L.L.C. (“Ronan”) is an Illinois limited liability company whose principal place of business is in Cook County, Illinois.

24. OSG, L.L.C. (“OSG”) is an Illinois limited liability company whose principal place of business is in Cook County, Illinois.

25. GLM Developers, L.L.C. (“GLM”) is an Illinois limited liability company whose principal place of business is in Cook County, Illinois.

26. J.P. Development, Inc. (“JPD”) is an Illinois corporation whose principal place of business is in Cook County, Illinois.

27. Drake Home Builders, Inc. (“Drake”) is an Illinois corporation whose principal place of business is in Cook County, Illinois.

28. Newell Homes, Inc. (“Newell”) is an Illinois corporation whose principal place of business is in Cook County, Illinois.

29. Eammon Gibbons (“Gibbons”) is an individual who resides at 4722 N. Hermitage Avenue in Chicago, Illinois in Cook County, Illinois.

30. Christopher Dasse (“Dasse”) is, and has been, the owner and President of Studio D at all relevant time periods since the creation of Studio D.

31. Prior to the creation of Studio D, Dasse was the owner and President of LDL Architects, Ltd. (“LDL”), an Illinois corporation.

32. While at LDL, Dasse was the sole architect employed by LDL licensed to practice in the State of Illinois and, as such, was the only individual licensed to sign off on any and all architectural designs.

33. While at Studio D, Dasse was the sole architect employed by Studio D licensed to practice in the State of Illinois and, as such, was the only individual licensed to sign off on any and all architectural designs.

34. Maresso is not, and has never been, a licensed architect in the State of Illinois.
35. Venue is proper in Cook County.

COUNT I - BREACH OF FIDUCIARY DUTIES - MARESSO AND ARCANE

36. Studio D incorporates the allegations of paragraphs 1 to 35 inclusive for its paragraph 36.

37. Shortly after creation of LDL, Dasse, in his capacity as President of LDL, hired Maresso to work for LDL as a project assistant.

38. As an employee of LDL, Maresso had a duty of loyalty and good faith to LDL requiring him to use the utmost candor, care, loyalty, and good faith in performing his duties as an employee of LDL.

39. Among other things, Maresso's duties precluded him from usurping LDL's business opportunities for his own personal gain.

40. While Maresso was employed by LDL, Dasse repeatedly let Maresso know the importance of the proprietary information LDL allowed Maresso to access given his position as an LDL employee.

41. While employed at LDL, as an employee Maresso had access to various proprietary and confidential information belonging to LDL, including without limitation, client lists, procedural methods employed by LDL in providing its architectural services, draft architectural designs, and pricing and cost structure information associated with the architectural work performed.

42. Prior to January 2006, Dasse and Studio D were jointly and severally assigned all rights to, among other things, any and all architectural designs created while at LDL.

43. After becoming the President of Studio D, Dasse, in his capacity as President of Studio D, hired Maresso to work for Studio D as a project assistant.

44. Upon hiring Maresso, Studio D had Maresso execute a document outlining the written conditions governing his employment at will with Studio D.

45. The operative provisions of the agreement included, among others, the following provisions:

Non-competition

The business has been built on relationships with our clientele. As an employee if your employment is terminated by you or the company, you will respect the company's relationship and not solicit work from its clientele for a period of two years. If you do so, any and all legal means will be pursued for the breach of this term.

Side work

The use of company resource for side work of any kind will not be tolerated and is grounds for termination.

Company Property/Resources

It is expected that the company's property and resources are to be respected. The abuse, vandalization, theft or otherwise of company property and resources is grounds for termination.

46. As an employee of Studio D, Maresso had a duty of loyalty and good faith to Studio D requiring him to use the utmost candor, care, loyalty, and good faith in performing his duties as an employee of Studio D.

47. Among other things, Maresso's duties precluded him from usurping Studio D's business opportunities for his own personal gain.

48. While Maresso was employed by Studio D, Dasse repeatedly let Maresso know the importance of the proprietary information Studio D allowed Maresso to access given his position as an Studio D employee.

49. While employed at Studio D, as an employee Maresso had access to various proprietary and confidential information belonging to Studio D, including without limitation, client lists, procedural methods employed by Studio D in providing its architectural services, draft architectural designs, and pricing and cost structure information associated with the architectural work performed.

50. Maresso would not have been given access to the various materials and information if he were not an employee.

51. In or around mid-2007, Maresso began to misappropriate Studio D's proprietary information, including without limitation its client lists, procedural methods, draft architectural designs, and pricing and cost structure information.

52. Maresso then began to usurp Studio D's business opportunities, arranging for clients with needs for architectural designs to do business with Maresso, rather than Studio D.

53. Maresso used the misappropriated Studio D information to unlawfully misrepresent Studio D designs as having been created by someone other than Studio D.

54. On June 25, 2008, while still a Studio D employee, Maresso incorporated Arcane.

55. On information and belief, Maresso is the sole shareholder of Arcane.

56. As a result, Arcane had direct knowledge that Maresso was misappropriating Studio D's proprietary information and usurping its business opportunities.

57. Maresso, acting individually and as an agent of Arcane after June 25, 2008, continued to usurp Studio D's business opportunities and use information misappropriated by Maresso.

58. Maresso also removed company property from Studio D, deleted computer files

with proprietary Studio D information, created false computer files on Studio D computers, and disabled Studio D's website.

59. In taking all the actions he did, Maresso breached his fiduciary duties to Studio D, including his duty of loyalty and good faith to Studio D.

60. As a direct and proximate result of Maresso's breach of his fiduciary duties, Studio D was damaged.

61. In taking the actions he did, Maresso acted maliciously.

Wherefore, Studio D prays that this Honorable Court enter a judgment against Maresso and Arcane in an amount determined at trial, including damages for lost profits, disgorgement of profits made by Maresso and/or Arcane, recoupment of monies paid to Maresso as an employee while he was breaching his fiduciary duties, punitive damages, and such further relief as the Court deems just and appropriate.

COUNT II - BREACH OF CONTRACT - MARESSO AND ARCANE

62. Studio D incorporates the allegations of paragraphs 1 through 58 inclusive for its paragraph 62.

63. Maresso ended his employment with Studio D in January 2009.

64. Since then, Maresso has continued to use misappropriated proprietary Studio D information and materials to solicit business away from Studio D.

65. In taking, and continuing to take, all of the actions he did, Maresso breached the terms of his written agreement with Studio D.

66. As a direct and proximate result of Maresso's breach of his written agreement with Studio D, Studio D was damaged.

Wherefore, Studio D prays that this Honorable Court enter a judgment against Maresso in an amount determined at trial, including damages for lost profits, disgorgement of profits made by Maresso and/or Arcane, recoupment of monies paid to Maresso as an employee while he was breaching his agreement with Studio D, and such further relief as the Court deems just and appropriate.

COUNT III - CONVERSION - MARESSO

67. Studio D incorporates the allegations of paragraphs 1 through 58 inclusive for its paragraph 67.

68. Studio D has a right to the various Studio D materials Maresso improperly removed from Studio D's premises.

69. These materials include, among other items, ADT 2006 Software and licensing information, his personnel file, Studio D banking and financial information, and copies of electronic files containing Studio D proprietary architectural designs.

70. Studio D has an absolute and unconditional right to the immediate possession of this property.

71. On and after January 14, 2009, Studio D has made several demands for return of its property.

72. To date, Maresso has not returned the above-referenced property.

73. In removing the Studio D property without authorization, Maresso wrongfully assumed control and dominion over the property.

Wherefore, Studio D prays that this Honorable Court enter a judgment against Maresso requiring immediate return of all materials converted by Maresso, and such further relief as the

Court deems just and appropriate.

COUNT IV -DEFAMATION PER SE - MARESSO

74. Studio D incorporates the allegations of paragraphs 1 through 58 inclusive for its paragraph 74.

75. In the course of improperly soliciting clients to deal directly with him as opposed to Studio D, Maresso made various false statements about Studio D to third parties.

76. In particular, Maresso told Padriac Heneghan, an individual affiliated with GLM, that Maresso was a 50% owner of Studio D.

77. Maresso also told Padriac Heneghan that Studio D was commingling funds and stealing from Maresso to fund Studio D projects.

78. In making these statements, Maresso knew they were false.

79. These statements not only accuse Studio D of committing criminal activity but also indicate a lack of integrity in performing its profession.

80. As a direct and proximate result of Maresso's false statements, Studio D was harmed in its profession and damaged.

81. Those damages include, among others, the amount Maresso was paid by GLM instead of Studio D as well as the general damage done to Studio D's reputation in its profession.

Wherefore, Studio D prays that this Honorable Court enter a judgment against Maresso in an amount determined at trial and such further relief as the Court deems just and appropriate.

COUNT V - DEFAMATION PER SE - CASELLA

82. Studio D incorporates the allegations of paragraphs 1 to 35 inclusive for its paragraph 82.

83. Casella is a permit expeditor who at all relevant times was an agent and/or employee of GCC.

84. On information and belief, Casella is the sole shareholder of GCC.

85. At all relevant time, Casella knew that Maresso was not a licensed architect.

86. Since Studio D was created, it has regularly contracted with GCC for the provision of permit expeditor services in connection with design projects being done by Studio D.

87. In connection therewith, Casella was the permit expeditor who provided services to Studio D.

88. Casella knew that Maresso was an employee of Studio D up until his termination in January 2009.

89. In or around early 2009, Casella made false statements to third parties about Studio D.

90. In particular, Casella told Laszlo Simovic that Studio D was not paying its bills.

91. In making this statement, Casella knew it was false and/or lacked reasonable grounds to believe it was true.

92. This statement attributed a lack of ability to professionally perform Studio D's profession and/or a lack of integrity by Studio D in performing its profession.

93. As a direct and proximate result of Casella's false statements, Studio D was harmed in its profession and damaged.

94. On March 12, 2009, Dasse spoke to Laszlo Simovic and Mr. Simovic related what Casella told him.

95. Laszlo Simovic told Dasse that it takes years to build a reputation and minutes to ruin it.

96. Studio D's damages include, among others, the damage done to Studio D's reputation in its profession.

Wherefore, Studio D prays that this Honorable Court enter a judgment against Casella in an amount determined at trial and such further relief as the Court deems just and appropriate.

COUNT VI - VIOLATION OF THE ILLINOIS TRADE SECRET ACT

MARESSO/ARCANE/IURO/IAC/PERRY/NLP/COX/CASELLA/GCC

97. Studio D incorporates the allegations of paragraphs 1 to 58 inclusive for its paragraph 97.

98. Studio D incorporates the allegations of paragraphs 68 to 73 inclusive for its paragraph 98.

99. Studio D incorporates the allegations of paragraphs 83 to 88 inclusive for its paragraph 99.

100. Iuro is an architect licensed to practice in the State of Illinois.

101. At all relevant times, Iuro was an agent and/or employee of IAC.

102. IAC is in the business of providing various architectural services.

103. IAC is a competitor of Studio D.

104. Perry is an engineer licensed to practice in the State of Illinois.

105. At all relevant times, Perry was an agent and/or employee of NLP.

106. Cox is a project manager employed by NLP.

107. At all relevant times, Cox was an agent and/or employee of NLP.

108. At all relevant times, Iuro knew that Maresso was not a licensed architect.
109. Iuro knew that Maresso was an employee of Studio D up until his termination in January 2009.
110. At all relevant times, Perry knew that Maresso was not a licensed architect.
111. Since Studio D was created, it has regularly contracted with NLP for the provision of engineering services in connection with design projects being done by Studio D.
112. In connection therewith, Perry was the engineer who provided services to Studio D.
113. Perry knew that Maresso was an employee of Studio D up until his termination in January 2009.
114. At all relevant time, Cox knew that Maresso was not a licensed architect.
115. Cox provided project assistance in connection with the projects for which Studio D retained NLP.
116. Cox knew that Maresso was an employee of Studio D up until his termination in January 2009.
117. Studio D's proprietary and confidential information, specifically Studio D's client information, architectural design templates and software, pricing and cost structure, and other financial information, were kept confidential by Studio D.
118. Studio D had each of its employees sign a written agreement requiring them to keep such information confidential and not solicit clients.
119. The above-referenced proprietary and confidential information allowed Studio D to derive economic value from the information not being known to others.

120. Studio D's proprietary and confidential information, specifically Studio D's client information, architectural design templates and software, pricing and cost structure, and other financial information were trade secrets of Studio D.

121. At no time did Studio D give Maresso consent to use its trade secrets for his own personal use as referenced above.

122. Maresso acquired through improper means Studio D's trade secrets by removing the above-referenced items from Studio D's premises without consent, deleting computer files that would reveal he was misappropriating Studio D's trade secrets, creating false computer files on Studio D's computers, and otherwise using Studio D's trade secrets for his own personal purposes.

123. After misappropriating Studio D's trade secrets and while still an employee of Studio D, on information and belief Maresso entered into a series of agreements with clients contacting Studio D to provide architectural designs at a discounted price if Maresso was paid directly rather than Studio D.

124. Maresso and/or Arcane were repeatedly paid by these individuals in accordance with these agreements.

125. On information and belief, Maresso also entered into agreements with Iuro, acting individually and on behalf of IAC, whereby Maresso would provide Iuro and IAC with the Studio D design templates he had misappropriated for projects. Iuro and IAC would then stamp those design projects as their own and submit them to the City of Chicago or other governmental entities.

126. In accordance with these agreements, Maresso repeatedly provided Iuro and IAC

with Studio D design templates and Iuro and IAC repeatedly stamped those design projects as their own and submitted them to the City of Chicago or other governmental entities.

127. Since Iuro and IAC knew Maresso was not a licensed architect and was employed by Studio D, Iuro and IAC knew or had reason to know that the information Maresso was supplying constituted Studio D trade secrets.

128. In taking the actions they did, Iuro and IAC misappropriated Studio D's trade secrets.

129. On information and belief, Maresso also entered into agreements with Perry and Cox, acting individually and on behalf of NLP, and Casella, acting individually and on behalf of GCC, whereby Maresso would employ their services in connection with projects he usurped from Studio D.

130. In accordance with these agreements, Maresso repeatedly employed the services of Perry, Cox, NLP, Casella, and GCC in connection with projects he usurped from Studio D.

131. Since Perry, Cox, NLP, Casella and GCC knew Maresso was not a licensed architect and was employed by Studio D, they all knew or had reason to know that the information Maresso was supplying constituted Studio D trade secrets.

132. In taking the actions they did, Perry, Cox, NLP, Casella and GCC misappropriated Studio D's trade secrets.

133. As a direct and proximate result of the actions of Maresso, Arcane, Iuro, IAC, Perry, Cox, NLP, Casella and GCC, Studio D was damaged.

134. Maresso, Arcane, Iuro, IAC, Perry, Cox, NLP, Casella, and GCC acted maliciously.

Wherefore, Studio D prays that this Honorable Court enter a judgment against Maresso, Arcane, Iuro, IAC, Perry, Cox, NLP, Casella and GCC in an amount determined at trial, including damages for lost profits, disgorgement of profits made by all these defendants, recoupment of monies paid to Maresso as an employee while he was acting as alleged, punitive damages, attorneys' fees and costs, and such further relief as the Court deems just and appropriate.

COUNT VII - CIVIL CONSPIRACY

ALL DEFENDANTS

135. Studio D incorporates the allegations of paragraphs 1 to 58 inclusive for its paragraph 135.

136. Studio D incorporates the allegations of paragraphs 68 to 73 inclusive for its paragraph 136.

137. Studio D incorporates the allegations of paragraphs 83 to 88 inclusive for its paragraph 137.

138. Studio D incorporates the allegations of paragraphs 100 to 116 inclusive for its paragraph 138.

139. On information and belief, Maresso also entered into agreements with Iuro, acting individually and on behalf of IAC, whereby Maresso would provide Iuro and IAC with Studio D design templates for projects. Iuro and IAC would then stamp those design projects as their own and submit them to the City of Chicago or other governmental entities.

140. In accordance with these agreements, Maresso repeatedly provided Iuro and IAC with Studio D design templates and Iuro and IAC repeatedly stamped those design projects as

their own and submitted them to the City of Chicago or other governmental entities.

141. Since Iuro and IAC knew Maresso was not a licensed architect and was employed by Studio D, Iuro and IAC knew or had reason to know that the information Maresso was supplying was unlawfully obtained from Studio D.

142. In stamping the designs Maresso supplied to Iuro and IAC as their own, Iuro and IAC committed an overt unlawful act in furtherance of a conspiracy.

143. On information and belief, Maresso also entered into agreements with Perry and Cox, acting individually and on behalf of NLP, and Casella, acting individually and on behalf of GCC, whereby Maresso would employ their services in connection with projects he usurped from Studio D.

144. In accordance with these agreements, Maresso repeatedly employed the services of Perry, Cox, NLP, Casella, and GCC in connection with projects he usurped from Studio D.

145. Since Perry, Cox, NLP, Casella and GCC knew Maresso was not a licensed architect and was employed by Studio D, they all knew or had reason to know that the information Maresso was supplying was unlawfully obtained from Studio D.

146. On information and belief, since Iuro, IAC, Perry, Cox, NLP, Casella, and GCC all worked together repeatedly on almost a dozen known projects, and all had knowledge regarding Maresso's actions and employment status, they all agreed together to continue conspiring to unlawfully continue to use Studio D's property.

147. In furtherance of their agreement to conspire to unlawfully use Studio D's property, Iuro, IAC, Perry, Cox, NLP, Casella, and GCC committed overt acts in furtherance of their conspiracy to unlawfully use Studio D's property by continuing on repeated occasions to

work concertedly on each of almost a dozen known projects.

148. White is the owner of record for property commonly known as 1414 W. Superior Street.

149. On information and belief, in or around early December 2008, White spoke with Maresso regarding some architectural and other work needed at that address.

150. At the time, Maresso was an employee of Studio D.

151. On information and belief, Maresso made an agreement with White for White to pay Maresso and/or Arcane for the architectural work needed rather than Studio D.

152. In accordance with the above-referenced agreements and in furtherance of the conspiracy, Maresso employed Perry, Cox, NLP, Casella, and GCC to provide various services associated with the work at 1414 W. Superior.

153. RNR was the general contractor retained for this project.

154. On information and belief, RNR was aware of the actions of the various defendants and proceeded to provide services notwithstanding such knowledge.

155. Studio D received no remuneration related to the 1414 W. Superior Street project, although elements of its designs were used in the work completed.

156. Ruffalo is the owner of record for property commonly known as 969 W. 18th Street.

157. On information and belief, in or around October 2008, Ruffalo spoke with Maresso regarding some architectural and other work needed at that address.

158. At the time, Maresso was an employee of Studio D.

159. On information and belief, Maresso made an agreement with Ruffalo for Ruffalo

to pay Maresso and/or Arcane for the architectural work needed rather than Studio D.

160. In accordance with the above-referenced agreements and in furtherance of the conspiracy, Maresso employed Iuro, IAC, Perry, Cox, NLP, Casella, and GCC to provide various services associated with the work at 969 W. 18th Street.

161. RMD was the general contractor retained for this project.

162. On information and belief, RMD was aware of the actions of the various defendants and proceeded to provide services notwithstanding such knowledge.

163. Studio D received no remuneration related to the 969 W. 18th Street project, although, on information and belief, its designs were used as the basis for the work completed.

164. Heneghan is the owner of record for property commonly known as 2741 N. Mildred Avenue.

165. On information and belief, in or around fall 2008, Heneghan spoke with Maresso regarding some architectural and other work needed at that address.

166. At the time, Maresso was an employee of Studio D.

167. On information and belief, Maresso made an agreement with Heneghan for Heneghan to pay Maresso and/or Arcane for the architectural work needed rather than Studio D.

168. In accordance with the above-referenced agreements and in furtherance of the conspiracy, Maresso employed Iuro, IAC, Perry, Cox, NLP, Casella, and GCC to provide various services associated with the work at 2741 N. Mildred Avenue.

169. Ronan was the general contractor retained for this project.

170. On information and belief, Ronan was aware of the actions of the various defendants and proceeded to provide services notwithstanding such knowledge.

171. Studio D received no remuneration related to the 2741 N. Mildred Avenue project, although its designs were used as the basis for the work completed.

172. PMCP is the owner of record for property commonly known as 1734 W. Cullerton Street.

173. On information and belief, in or around fall 2008, PMCP spoke with Maresso regarding some architectural and other work needed at that address.

174. At the time, Maresso was an employee of Studio D.

175. On information and belief, Maresso made an agreement with PMCP for PMCP to pay Maresso and/or Arcane for the architectural work needed rather than Studio D.

176. In accordance with the above-referenced agreements and in furtherance of the conspiracy, Maresso employed Iuro, IAC, Perry, Cox, NLP, Casella, and GCC to provide various services associated with the work at 1734 W. Cullerton Street.

177. PMCC was the general contractor retained for this project.

178. On information and belief, PMCC was aware of the actions of the various defendants and proceeded to provide services notwithstanding such knowledge.

179. Studio D received no remuneration related to the 1734 W. Cullerton Street project, although, on information and belief, its designs were used as the basis for the work completed.

180. Doherty and DHD are the owners of record for property commonly known as 3904 N. Mozart Street.

181. On information and belief, in or around fall 2008, Doherty and DHD spoke with Maresso regarding some architectural and other work needed at that address.

182. At the time, Maresso was an employee of Studio D.

183. On information and belief, Maresso made an agreement with Doherty and/or DHD to pay Maresso and/or Arcane for the architectural work needed rather than Studio D.

184. In accordance with the above-referenced agreements and in furtherance of the conspiracy, Maresso employed Iuro, IAC, Perry, Cox, NLP, Casella, and GCC to provide various services associated with the work at 3904 N. Mozart Street.

185. DHD was the general contractor retained for this project.

186. On information and belief, DHD was aware of the actions of the various defendants and proceeded to provide services notwithstanding such knowledge.

187. Studio D received no remuneration related to the 3904 N. Mozart Street project, although its designs were used as the basis for the work completed.

188. 3718 is the owner of record for property commonly known as 3718 N. Kenmore Avenue.

189. On information and belief, in or around fall 2008, 3718 spoke with Maresso regarding some architectural and other work needed at that address.

190. At the time, Maresso was an employee of Studio D.

191. On information and belief, Maresso made an agreement with 3718 for 3718 to pay Maresso and/or Arcane for the architectural work needed rather than Studio D.

192. In accordance with the above-referenced agreements and in furtherance of the conspiracy, Maresso employed Iuro, IAC, Perry, Cox, NLP, Casella, and GCC to provide various services associated with the work at 3718 N. Kenmore Avenue.

193. Ronan was the general contractor retained for this project.

194. On information and belief, Ronan was aware of the actions of the various defendants and proceeded to provide services notwithstanding such knowledge

195. Studio D received no remuneration related to the 3718 N. Kenmore Avenue project, although, on information and belief, its designs were used as the basis for the work completed.

196. 4141 is the owner of record for property commonly known as 4141 N. Bell Avenue.

197. On information and belief, in or around fall 2008, 4141 spoke with Maresso regarding some architectural and other work needed at that address.

198. At the time, Maresso was an employee of Studio D.

199. On information and belief, Maresso made an agreement with 4141 for 4141 to pay Maresso and/or Arcane for the architectural work needed rather than Studio D.

200. In accordance with the above-referenced agreements and in furtherance of the conspiracy, Maresso employed Iuro, IAC, Perry, Cox, NLP, Casella, and GCC to provide various services associated with the work at 4141 N. Bell Avenue.

201. Ronan was the general contractor retained for this project.

202. On information and belief, Ronan was aware of the actions of the various defendants and proceeded to provide services notwithstanding such knowledge.

203. Studio D received no remuneration related to the 4141 N. Bell Avenue project, although its designs were used as the basis for the work completed.

204. OSG is the owner of record for property commonly known as 3650 N. Racine Avenue.

205. On information and belief, in or around summer 2008, OSG spoke with Maresso regarding some architectural and other work needed at that address.

206. At the time, Maresso was an employee of Studio D.

207. On information and belief, Maresso made an agreement with OSG for OSG to pay Maresso and/or Arcane for the architectural work needed rather than Studio D.

208. In accordance with the above-referenced agreements and in furtherance of the conspiracy, Maresso employed Iuro, IAC, Perry, Cox, NLP, Casella, and GCC to provide various services associated with the work at 3650 N. Racine Avenue.

209. OSG was the general contractor retained for this project.

210. On information and belief, OSG was aware of the actions of the various defendants and proceeded to provide services notwithstanding such knowledge.

211. Studio D received no remuneration related to the 3650 N. Racine Avenue project, although its designs were used as the basis for the work completed.

212. GLM is the owner of record for property commonly known as 3228 N. Clifton Avenue.

213. On information and belief, in or around fall 2008, GLM spoke with Maresso regarding some architectural and other work needed at that address.

214. At the time, Maresso was an employee of Studio D.

215. On information and belief, Maresso made an agreement with GLM for GLM to pay Maresso and/or Arcane for the architectural work needed rather than Studio D.

216. In accordance with the above-referenced agreements and in furtherance of the conspiracy, Maresso employed Iuro, IAC, Perry, Cox, NLP, Casella, and GCC to provide various

services associated with the work at 3228 N. Clifton Avenue.

217. JPD was the general contractor retained for this project.

218. On information and belief, JPD was aware of the actions of the various defendants and proceeded to provide services notwithstanding such knowledge.

219. Studio D received no remuneration related to the 3228 N. Clifton Avenue project, although its designs were used as the basis for the work completed.

220. Drake is the owner of record for property commonly known as 4309 N. Drake Avenue.

221. On information and belief, in or around late fall 2008, Drake spoke with Maresso regarding some architectural and other work needed at that address.

222. At the time, Maresso was an employee of Studio D.

223. On information and belief, Maresso made an agreement with Drake for Drake to pay Maresso and/or Arcane for the architectural work needed rather than Studio D.

224. In accordance with the above-referenced agreements and in furtherance of the conspiracy, Maresso employed Iuro, IAC, Perry, Cox, NLP, Casella, and GCC to provide various services associated with the work at 4309 N. Drake Avenue.

225. Newell was the general contractor retained for this project.

226. On information and belief, Newell was aware of the actions of the various defendants and proceeded to provide services notwithstanding such knowledge.

227. Studio D received no remuneration related to the 4309 N. Drake Avenue project, although its designs were used as the basis for the work completed.

228. Gibbons is the owner of record for property commonly known as 4247 N.

Winchester Avenue.

229. On information and belief, in or around fall 2008, Gibbons spoke with Maresso regarding some architectural and other work needed at that address.

230. At the time, Maresso was an employee of Studio D.

231. On information and belief, Maresso made an agreement with Gibbons for Gibbons to pay Maresso and/or Arcane for the architectural work needed rather than Studio D.

232. In accordance with the above-referenced agreements and in furtherance of the conspiracy, Maresso employed Iuro, IAC, Perry, Cox, NLP, Casella, and GCC to provide various services associated with the work at 4247 N. Winchester Avenue.

233. Gibbons was the general contractor retained for this project.

234. On information and belief, Gibbons was aware of the actions of the various defendants and proceeded to provide services notwithstanding such knowledge.

235. Studio D received no remuneration related to the 4247 N. Winchester Avenue project, although its designs were used as the basis for the work completed.

236. The actions of each of the defendants were in furtherance of a conspiracy to unlawfully use Studio D's property.

237. As a direct and proximate result of each of the defendant's actions, Studio D was damaged.

Wherefore, Studio D prays that this Honorable Court enter a judgment against each defendant in an amount determined at trial, including damages for lost profits, disgorgement of profits made by the conspiring defendants, recoupment of monies paid to Maresso as an employee while he was conspiring against Studio D, punitive damages, and such further relief as

the Court deems just and appropriate.

COUNT VIII - BREACH OF CONTRACT - NLP

238. On or around November 10, 2008, Studio D requested a proposal from NLP for structural engineering consulting services Studio D needed relating to ground floor renovations to be performed at 1927 S. Blue Island, Chicago, Illinois.

239. That same day, NLP responded with an offer to provide the services for \$850.00.

240. Studio D accepted NLP's offer.

241. NLP failed to provide the structural engineering consulting services as required by the contract between NLP and Studio D.

242. Instead, NLP submitted documentation to the City of Chicago's Structural Plan Examiner that contained fundamental errors.

243. The City of Chicago's Structural Plan Examiner refused to accept the documentation.

244. By failing to provide the services it contracted to provide, NLP breached its contract with Studio D.

245. As a direct and proximate result of NLP's breach, Studio D was damaged.

246. Studio D was forced to incur \$1300.00 in additional expenses hiring another structural consulting firm, K.Eng., L.L.C. to perform the services NLP failed to provide.

247. On March 19, 2009, NLP had its attorney send a letter to Studio D demanding payment for the services it did not provide.

248. NLP's attorney threatened to have a lien placed on Studio D's client's property if Studio D did not pay \$850.00 by March 25, 2009.

249. Placement of a lien on one of Studio D's client's property could have extremely negative consequences for Studio D's business and reputation in the community.

250. As such, Studio D was being coerced to make the \$850.00 payment under threat of the more extreme consequences associated with having a lien placed.

251. Studio D paid the \$850 under duress and as a result of coercion.

Wherefore, Studio D prays that this Honorable Court enter a judgment against NLP in an amount determined at trial, including damages for both the \$850.00 Studio D was coerced into paying and the \$1300.00 it had to pay K.Eng., L.L.C., and such further relief as the Court deems just and appropriate.

COUNT IX - FRAUD - GCC

252. Studio D incorporates the allegations of paragraphs 135 to 237 inclusive for its paragraph 252.

253. In and after 2006, GCC provided permit expediting services to Studio D.

254. Periodically, GCC submitted invoices to Studio D, representing that amounts were owed to GCC for services performed for Studio D.

255. These invoices contained material misstatements of fact in that they included charges for projects GCC knew were performed for Maresso and/or Arcane and not Studio D as well as duplicate charges for various projects.

256. In making these representations to Studio D, GCC knew they were false and intended for Studio D to rely on them and make payments not owed.

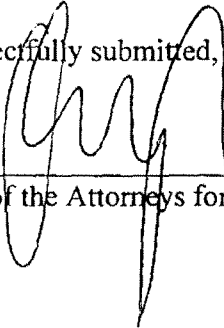
257. Studio D had a right to rely on GCC's misstatements given the prior business relationship between Studio D and GCC.

258. Studio D did rely on GCC's misstatements and made payments not owed based on the fraudulent misstatements by GCC.

259. As a direct and proximate result of GCC's misstatements of fact, Studio D was damaged.

Wherefore, Studio D prays that this Honorable Court enter a judgment against GCC in an amount determined at trial, including damages for all amounts it paid that were not owed, and such further relief as the Court deems just and appropriate.

Respectfully submitted,



One of the Attorneys for Studio D Architecture, L.L.C.

Christopher R. Zink
The Law Office of Christopher R. Zink
1111 N. Dearborn
#2505
Chicago, IL 60610
(312) 388-5448
Firm I.D.: 45038

Omar J. Fayeze
Hall Prangle & Schoonveld, LLC
200 South Wacker Dr., Suite 3300
Chicago, IL 60606
312.345.9600
312.345.9608 (facsimile)
Firm ID No. 39268

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

STUDIO D ARCHITECTURE, L.L.C.,)
)
Plaintiff,)

v.)

MICHAEL MARESSO, ARCANE ARCHITECTURE)
& CONSULTING, INC. d/b/a M - 1 ARCHITECTURE)
& CONSULTING, INC., ANTHONY IURO, IURO &)
ASSOCIATES CORP., NATALIE PERRY, NLP)
ENGINEERING, INC., MICHAEL COX, DINO)
CASELLA, GC CONSULTING, L.L.C., CONRAD)
WHITE, RNR DEVELOPMENT GROUP, INC.,)
RENATO RUFFALO, R & M DEVELOPMENT GROUP,)
INC., HENEGHAN HOME AT 3114-22 N. SHEFFIELD,)
L.L.C., PRO MC PROPERTIES, L.L.C., PRO MC)
CONSTRUCTION, INC., BRIAN DOHERTY,)
DOHERTY & HEALY DEVELOPERS, L.L.C.,)
3718 NORTH KENMORE, L.L.C., 4141 N. BELL, L.L.C.,)
RONAN CONSTRUCTION, L.L.C., OSG, L.L.C.,)
GLM DEVELOPERS, L.L.C., J.P. DEVELOPMENT,)
INC., DRAKE HOME BUILDERS, INC., NEWELL)
HOMES, INC., EAMMON GIBBONS,)

No.:

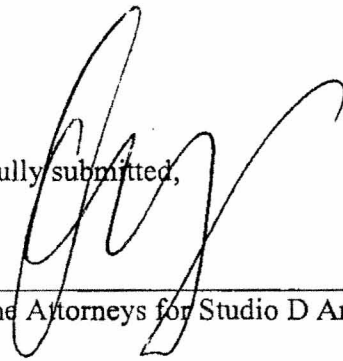
**PLAINTIFF DEMANDS
A TRIAL BY JURY**

Defendants.)

JURY DEMAND

The undersigned demands a jury trial.

Respectfully submitted,



One of the Attorneys for Studio D Architecture,
L.L.C.

Christopher R. Zink
The Law Office of Christopher R. Zink
1111 N. Dearborn
#2505
Chicago, IL 60610
(312) 388-5448
Firm I.D.: 45038

Omar J. Faye
Hall Prangle & Schoonveld, LLC
200 South Wacker Dr., Suite 3300
Chicago, IL 60606
312.345.9600
312.345.9608 (facsimile)
Firm ID No. 39268