

**IN THE UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF ILLINOIS, EASTERN DIVISION**

PEPPER NA, INC, a Delaware corporation)
d/b/a IRIS CHICAGO,)

Plaintiff,)

v.)

Case No. 15-cv-4604

NETPARTNERING LIMITED, a foreign)
corporation, EXPANDI, LIMITED, a)
foreign corporation, and)
EXPANDI, INC. a California corporation,)

Defendant.)

COMPLAINT

Plaintiff, PEPPER NA, INC., by and through its undersigned attorneys, complains against Defendants, NETPARTNERING, LIMITED, EXPANDI, LIMITED, and EXPANDI, INC., as follows:

I. PARTIES

1. Plaintiff, PEPPER NA, INC. (“Pepper NA”), is a corporation organized and existing under the laws of the state of Delaware with its principal place of business located at 200 N. LaSalle Street, Chicago, Illinois.

3. Defendant, NETPARTNERING, LIMITED (“NetPartnering”), is a foreign corporation organized and existing under the laws of the United Kingdom with its principal places of business located at 25 Farringdon Street, London, United Kingdom.

4. Defendant, EXPANDI, LIMITED (“Expandi Group”), is a corporation organized and existing under the laws of the United Kingdom and the parent corporation of NetPartnering.

5. Defendant, EXPANDI, INC. is a California Corporation with its principal place of business located at 650 Castro St., Mountain View California.

II. OTHERS

5. JANET PRETTI (“Pretti”) is the North American Director of Expandi Group, Director of Expandi, Inc., and North American Director of NetPartnering.

6. FREDERIC LEENHARDT (“Leenhardt”) is the NetPartnering Managing Director and Expandi Group Board Member.

7. BRENNEN ROBERTS (“Roberts”) is the Managing Director of Pepper NA and, at all times relevant to this complaint worked in Chicago.

8. ERIN CREANEY LOFTUS (“Creaney”) is a Pepper NA Account Director and, at all times relevant to this Complaint, worked in Chicago.

9. ZACH SHARPE (“Sharpe”) is a Pepper NA Account Supervisor and, at all times relevant to this Complaint, worked in Chicago.

10. BRITTANY FELDMAN (“Feldman”) is a Pepper NA Account Supervisor and, at all times relevant to this Complaint, worked in Chicago.

11. HEWLETT PACKARD (“HP”) is a corporation organized and existing under the laws of the State of Delaware with its headquarters located in Palo Alto, California.

III. JURISDICTION AND VENUE

12. Jurisdiction is proper under Section 28 U.S.C. § 1332 and as the parties are of diverse citizenship and the amount in controversy exceeds \$75,000, exclusive of interest and costs.

13. Venue is proper pursuant to 28 U.S.C. § 1391(b) as the transactions out of which these causes of action arose occurred, in part, in this District.

IV. FACTS COMMON TO ALL COUNTS

14. Expandi, Inc., Expandi Group, and NetPartnering (hereinafter “Defendants”) are marketing agencies with common officers, directors, and ownership that provide business-to-business marketing to primarily technology corporations worldwide.

15. Pepper NA does business as Iris Chicago and provides marketing services to a wide variety of corporate clients including HP with a large Chicago-based full service office.

16. Roberts has been working on establishing a joint venture between Pepper NA and Defendants to service HP’s marketing needs in the United States since approximately 2009.

17. A firm affiliated with Pepper NA, Pepper Munich, worked on several joint ventures with NetPartnering and Expandi Group servicing HP’s marketing needs in Europe since approximately 2008.

18. Defendants needed an American partner such as Pepper NA to gain a foothold in the United States and win a substantial piece of HP business. Once they won the business, they discarded Pepper NA and took all the profits for themselves.

19. On or about April 17, 2014, HP requested Leenhart propose a “Co-Marketing/MSA EMEA Model in alignment with the Worldwide Channel Partner Co-Marketing Program in the following countries: USA and Canada.” (hereinafter “the Project”)

20. The forecasted budget for the Project was \$12,000,000.

21. Leenhart invited Pepper NA to join Defendants in a joint venture pitching HP for the Project.

22. Pitching HP for the Project is a long process requiring hundreds of man-hours, significant travel, and expertise.

23. Defendants offered to partner with Pepper NA in the same fashion they partnered with Pepper Munich in several other successful joint ventures.

24. Pepper Munich engaged in multiple joint ventures with Defendants where in they would make the pitch together then divide the work and profits awarded.

25. Roberts, from his Chicago office, on behalf of Pepper NA, accepted Defendants' offer to work together as partners to win and complete the Project.

26. Pepper NA contributed the time of four employees working in Chicago and significant, knowledge, skill, and effort to the joint venture.

27. Defendants contributed the time of several employees working in Europe and California and its knowledge, skill, and effort to the joint venture.

28. Defendants needed to work with an American-based marketing firm in order to win the Project and do the work required by HP.

29. Defendants employed only one person in the United States at the time the joint venture began.

30. Since disposing of their partner in the joint venture Defendants now employ over 20 individuals in the United States.

31. A joint venture with Pepper NA was necessary for Defendants to be awarded the Project because Pepper NA is an approved vendor for the provision of marketing collateral, direct marketing, content development, merchandising point of sales and messaging to HP.

32. At all relevant times, Defendants were not approved vendors for the provision of marketing collateral, direct marketing, content development, merchandising point of sales and messaging.

33. HP only works with approved vendors for creative marketing services.

34. Pepper NA and Defendants agreed to work as partners and share the profits of the Project.

35. Both Defendants and Pepper NA had the right to the exercise of control over the joint venture in winning and working on the Project. (Partnering Process Power Point attached as Exhibit “A” and incorporated herein).

36. Pepper NA and Defendants agreed to a detailed plan to share work and profits from the Project. (Co-Marketing Cost Model attached as Exhibit “B” and incorporated herein).

37. The parties agreed that if the joint venture was awarded the Project, HP would pay Defendants, and then Defendants would pay Pepper NA its fair share based on its contribution in winning the pitch and work completed on the Project.

38. Pepper NA contributed significant time and resources to the joint venture in reliance on statements by Leenhardt and Pretti and Defendants’ history of successful joint ventures with Pepper Munich including:

- a. Pepper NA devoted a total of over 200 hours of time working on a joint venture that could have otherwise been billed to paying clients for approximately \$200 per hour.
- b. From July 8 to July 10, 2014, Creaney traveled to Palo Alto, California, to meet with HP on behalf of the joint venture.
- c. Creaney was specifically chosen for the HP pitch because of her flawless record of winning pitches and her relationships with HP decision-makers.
- d. Roberts created the pricing model for services provided by the joint venture.
- e. Pepper NA paid for all of its own travel expenses.

- f. After being awarded the Project, from October 21 to October 24, 2014, Roberts, Creaney, Sharpe, and Feldman attended a two-day meeting with Defendants in Boston.
 - g. Sharpe created the entire Pepper NA and NetPartnering process for working on the Project.
 - h. Feldman developed the pricing model and worked on creating the process for working on the Project.
39. On October 3, 2014, HP notified Pepper NA and Defendants that they were awarded the Project.
40. Upon information and belief, HP signed the contract with Defendants in November 2014.
41. Defendants terminated the joint venture with Pepper NA and did all of the work on the Project in house shortly after agreeing to terms with HP.
42. Defendants have earned and will continue to earn fees for the life of their agreement with HP in excess of \$5,000,000 as a direct result of Pepper NA's work on the Project.
43. Defendants have earned and will continue to earn fees for the life of their agreement with HP in excess of \$1,000,000 that would have been paid to Pepper NA pursuant to their joint venture agreement.
44. On or about February 25, 2015, Creaney notified HP that Defendants terminated the joint venture.
45. HP was unaware that Defendants terminated Pepper NA until February 25, 2015, long after HP was financially committed to working with Defendants.

V. CLAIMS

COUNT I (NETPARTNERING-BREACH OF JOINT VENTURE AGREEMENT)

46. Plaintiff realleges and incorporates by reference herein the allegations contained in Paragraphs 1 through 45 as Paragraph 46 of Count I of the Complaint as if fully set forth herein.

47. As alleged above, Pepper NA and NetPartnering were partners in a joint venture to win and complete the Project.

48. Pepper NA relied on Defendants course of dealing with Pepper Munich in similar joint ventures and multiple representations oral and written representations that Pepper NA and Defendants to define the terms of the joint venture agreement.

49. NetPartnering agreed that in exchange for Pepper NA's contribution of time, skill, money, and expertise they would receive a portion of the profits from the Project.

50. Pepper NA has performed all of the obligations required of it under the joint venture agreement.

51. NetPartnering breached the joint venture agreement by terminating Pepper NA after being awarded the business and prior to earning any fees from HP.

52. Pepper NA is entitled to be compensated as per the joint venture agreement.

53. As a result of NetPartnering's breach, Pepper, NA has been damaged in an amount in excess of \$1,000,000.

WHEREFORE, Plaintiff, PEPPER NA, prays that this court enter judgment in its favor and against Defendant, NETPARTNERING, LIMITED, in an amount in excess of \$75,000.00, plus interest, costs and all other relief that this Court deems just and appropriate under the circumstances

COUNT II
(NETPARTNERING-BREACH OF FIDUCIARY DUTY)

54. Plaintiff realleges and incorporates by reference herein the allegations contained in Paragraphs 1 through 45 as Paragraph 54 of Count II of the Complaint as if fully set forth herein.

55. NetPartnering and Pepper NA owed each other fiduciary duties as joint venturers.

56. After winning the Project, NetPartnering terminated its joint venture with Pepper NA to keep all of the profits generated by the Project.

57. NetPartnering breached its duty of loyalty to Pepper NA.

58. NetPartnering acted in a manner that which is illegal, oppressive, and fraudulent by terminating the joint venture shortly after it won the Project and hiring its own employees in the United States to replace Pepper NA.

59. The actions described above amount to a breach of the fiduciary duties owed by NetPartnering to Pepper NA.

WHEREFORE, Plaintiff, PEPPER NA, prays that this court enter judgment in its favor and against Defendant, NETPARTNERING, LIMITED, in an amount in excess of \$75,000.00, plus interest, costs, and asks that this Court impose a constructive trust on any earnings received by NETPARTNERING, LIMITED resulting from any North American HP business, and for any and all other relief that this Court deems just and appropriate under the circumstances.

COUNT III
(NETPARTNERING-UNJUST ENRICHMENT)

60. Plaintiff realleges and incorporates by reference herein the allegations contained in Paragraphs 1 through 45 as Paragraph 60 of Count III of the Complaint as if fully set forth herein.

61. October 3, 2014 to the present and continuing for the foreseeable future, NetPartnering has earned and continues to earn substantial income from the Project totaling between \$6,000,000 and \$10,000,000.

62. Pepper NA was not compensated for generating business for NetPartnering.

63. NetPartnering would be unjustly enriched if it were permitted to retain any the profits resulting from The Project generated by Pepper NA.

WHEREFORE, Plaintiff, PEPPER, NA, prays that this court enter judgment in its favor and against Defendant, NETPARTNERING, LIMITED, in an amount in excess of \$75,000.00, plus interest, costs, and asks that this Court impose a constructive trust on any earnings received by NETPARTNERING, LIMITED resulting from any North American HP business, and for any and all other relief that this Court deems just and appropriate under the circumstances.

COUNT IV
(NETPARTNERING-PROMISSORY ESTOPPLE)

64. Plaintiff realleges and incorporates by reference herein the allegations contained in Paragraphs 1 through 45 as Paragraph 64 of Count IV of the Complaint as if fully set forth herein.

65. NetPartnering promised Pepper NA it would be compensated for its work if the joint venture were awarded the Project.

66. NetPartnering should have reasonably expected Pepper NA to rely on the promise that it would be given several million dollars of new business in exchange for its efforts on winning the Project.

67. In reliance upon that promise, Pepper NA devoted significant time, skill, money, and expertise to assisting the joint venture in winning the project.

68. Injustice can only be avoided by enforcing the promise to award several million dollars of new business to Pepper NA.

WHEREFORE, Plaintiff, PEPPER, NA, prays that this Court enter judgment in its favor and against Defendant, NETPARTNERING, LIMITED, in an amount in excess of \$75,000.00, plus interest, costs, and all other relief that this Court deems just and appropriate under the circumstances.

**COUNT V
(NETPARTNERING-QUANTUM MERUIT)**

69. Plaintiff realleges and incorporates by reference herein the allegations contained in Paragraphs 1 through 45 as Paragraph 69 of Count V of the Complaint as if fully set forth herein.

70. Pepper NA provided materials and services to NetPartnering at the Defendants' request.

71. The materials or services provided by Pepper NA for the benefit of Defendants had a value in excess of \$100,000.

72. Pepper expended over \$20,000 for its employees to travel to pitch meetings in Boston, Massachusetts and Palo Alto, California for the benefit of NetPartnering.

73. Despite demands for payment, the Defendant has failed and refuses to pay the reasonable value of the services provided.

WHEREFORE, Plaintiff, PEPPER NA, INC. prays that this Court enter judgment in its favor and against Defendant, NETPARTNERING, LIMITED, in an amount in excess of of \$75,000.00, plus interest, costs, and for any and all other relief that this Court deems just and appropriate under the circumstances.

COUNT VI
(NETPARTNERING-VIOLATION OF CALIFORNIA UNFAIR COMPETITION LAW)

74. Plaintiff realleges and incorporates by reference herein the allegations contained in Paragraphs 1 through 45 as Paragraph 74 of Count VI of the Complaint as if fully set forth herein.

75. Defendant, NetPartnering, operated an office in California at all times relevant to this complaint, corresponded with Pepper NA from its California office, and pitched HP in California.

76. After winning the Project, NetPartnering terminated its joint venture with Pepper NA in order to keep all of the profits generated by the Project for itself.

77. NetPartnering acted in a manner that which is illegal, oppressive, deceptive, and fraudulent by terminating the joint venture shortly after it won the Project and hiring its own employees in the United States to replace Pepper NA.

78. By reason of NetPartnering's fraudulent, deceptive, unfair, and other wrongful conduct as alleged herein, said Defendant violated the California Business and Professions Code § 17200 *et seq.* by engaging in an unlawful, unfair, and fraudulent business practice, designed to deprive plaintiff of just compensation.

WHEREFORE, Plaintiff, PEPPER NA, prays that this Court enter judgment in its favor and against Defendant, NETPARTNERING, LIMITED, in an amount in excess of \$75,000.00, plus interest, costs and attorney's fees.

**COUNT VII
(EXPANDI GROUP-BREACH JOINT VENTURE AGREEMENT)**

79. Plaintiff realleges and incorporates by reference herein the allegations contained in Paragraphs 1 through 45 as Paragraph 79 of Count VII of the Complaint as if fully set forth herein.

80. As alleged above, Pepper NA and Expandi Group were partners in a joint venture to win and complete the Project.

81. Pepper NA relied on Defendants' course of dealing with Pepper Munich and multiple representations oral and written representations that Pepper NA and Defendants to define the terms of the joint venture agreement.

82. Expandi Group agreed that in exchange for Pepper NA's contribution of time, skill, money, and expertise they would receive a portion of the profits from the Project.

83. Pepper NA has performed all of the obligations required of it under the joint venture agreement.

84. Expandi Group breached the joint venture agreement by terminating Pepper NA after being awarded the business and prior to earning any fees from HP.

85. Pepper NA is entitled to be compensated as per the joint venture agreement.

86. As a result of Expandi Group's breach, Pepper, NA has been damaged in an amount in excess of \$1,000,000.

WHEREFORE, Plaintiff, PEPPER NA, prays that this Court enter judgment in its favor and against Defendant, EXPANDI, LIMITED, in an amount in excess of \$75,000.00, plus interest, costs, and asks that this Court impose a constructive trust on any earnings received by EXPANDI, LIMITED resulting from any North American HP business, and for any and all other relief that this Court deems just and appropriate under the circumstances.

**COUNT VIII
(EXPANDI GROUP-BREACH OF FIDUCIARY DUTY)**

87. Plaintiff realleges and incorporates by reference herein the allegations contained in Paragraphs 1 through 45 as Paragraph 87 of Count VIII of the Complaint as if fully set forth herein.

88. Expandi Group and Pepper NA owed each other fiduciary duties as joint venturers.

89. After winning the Project, Expandi Group terminated its joint venture with Pepper NA to keep all of the profits generated by the Project.

90. Expandi Group breached its duty of loyalty to Pepper NA.

91. Expandi Group acted in a manner that which is illegal, oppressive, and fraudulent by terminating the joint venture shortly after it won the Project and hiring its own employees in the United States to replace Pepper NA.

92. The actions described above amount to a breach of the fiduciary duties owed by Expandi Group to Pepper NA.

WHEREFORE, Plaintiff, PEPPER NA, prays that this Court enter judgment in its favor and against Defendant, EXPANDI, LIMITED, in an amount in excess of \$75,000.00, plus interest, costs, and asks that this Court impose a constructive trust on any earnings received by EXPANDI, LIMITED resulting from any North American HP business, and for any and all other relief that this Court deems just and appropriate under the circumstances.

COUNT IX
(EXPANDI GROUP-UNJUST ENRICHMENT)

93. Plaintiff realleges and incorporates by reference herein the allegations contained in Paragraphs 1 through 45 as Paragraph 93 of Count IX of the Complaint as if fully set forth herein.

94. October 3, 2014 to the present and continuing for the foreseeable future, Expandi Group has earned and continues to earn substantial income from the Project totaling between \$6,000,000 and \$10,000,000.

95. Pepper NA was not compensated for generating business for Expandi Group.

96. Expandi Group would be unjustly enriched if it were permitted to retain any the profits resulting from the Project generated by Pepper NA.

WHEREFORE, Plaintiff, PEPPER, NA, prays that this court enter judgment in its favor and against Defendant, EXPANDI, LIMITED, in an amount in excess of \$75,000.00, plus interest, costs, and asks that this Court impose a constructive trust on any earnings received by EXPANDI, LIMITED resulting from any North American HP business, and for any and all other relief that this Court deems just and appropriate under the circumstances.

COUNT X
(EXPANDI GROUP-PROMISSORY ESTOPPLE)

97. Plaintiff realleges and incorporates by reference herein the allegations contained in Paragraphs 1 through 45 as Paragraph 97 of Count X of the Complaint as if fully set forth herein.

98. Expandi Group promised Pepper NA it would be compensated for its work if the joint venture were awarded the Project.

99. Expandi Group should have reasonably expected Pepper NA to rely on the promise that it would be given several million dollars of new business in exchange for its efforts on winning the Project.

100. In reliance upon that promise, Pepper NA devoted significant time, skill, money, and expertise to assisting the joint venture in winning the project.

101. Injustice can only be avoided by enforcing the promise to award several million dollars of new business to Pepper NA.

WHEREFORE, Plaintiff, PEPPER, NA, prays that this court enter judgment in its favor and against Defendant, EXPANDI, LIMITED in an amount in excess of \$75,000.00, plus interest, costs, and asks that this Court impose a constructive trust on any earnings received by EXPANDI, LIMITED resulting from any North American HP business, and for any and all other relief that this Court deems just and appropriate under the circumstances.

COUNT XI
(EXPANDI GROUP-QUANTUM MERUIT)

102. Plaintiff realleges and incorporates by reference herein the allegations contained in Paragraphs 1 through 45 as Paragraph 102 of Count XI of the Complaint as if fully set forth herein.

103. Pepper NA provided materials and services to Expandi Group at the Defendants' request.

104. The materials or services provided by Pepper NA for the benefit of Defendants had a value in excess of \$100,000

105. Pepper expended over \$20,000 for its employees to travel to pitch meetings in Boston, Massachusetts and Palo Alto, California, for the benefit of Expandi Group.

106. Despite demands for payment, the Defendant has failed and refuses to pay the reasonable value of the services provided.

WHEREFORE, Plaintiff, PEPPER NA, INC. prays that this Court enter judgment in its favor and against Defendant, EXPANDI, LIMITED, in an amount in excess of \$75,000.00, plus interest, costs, and for any and all other relief that this Court deems just and appropriate under the circumstances.

COUNT XII
(EXPANDI GROUP-VIOLATION OF CALIFORNIA UNFAIR COMPETITION
LAW)

107. Plaintiff realleges and incorporates by reference herein the allegations contained in Paragraphs 1 through 45 as Paragraph 107 of Count XII of the Complaint as if fully set forth herein.

108. Defendant, Expandi Group, operated an office in California at all times relevant to this complaint, corresponded with Pepper NA from its California office, and pitched HP in California

109. After winning the Project, Expandi Group terminated its joint venture with Pepper NA to keep all of the profits generated by the Project.

110. Expandi, Group acted in a manner that which is illegal, oppressive, deceptive, and fraudulent by terminating the joint venture shortly after it won the Project and hiring its own employees in the United States to replace Pepper NA.

111. By reason of Defendant's fraudulent, deceptive, unfair, and other wrongful conduct as herein alleged, said Defendant violated the California Business and Professions Code § 17200 *et seq.* by engaging in an unlawful, unfair, and fraudulent business practice, designed to deprive plaintiff of just compensation.

WHEREFORE, Plaintiff, PEPPER NA, prays that this Court enter judgment in its favor and against Defendant, EXPANDI GROUP, LIMITED, in an amount in excess of \$75,000.00, plus interest, costs and attorney's fees.

COUNT XIII
(EXPANDI, INC.-UNJUST ENRICHMENT)

112. Plaintiff realleges and incorporates by reference herein the allegations contained in Paragraphs 1 through 45 as Paragraph 112 of Count XIII of the Complaint as if fully set forth herein.

113. October 3, 2014 to the present and continuing for the foreseeable future, Expandi, Inc. has earned and continues to earn substantial income from the Project totaling between \$6,000,000 and \$10,000,000.

114. Pepper NA was not compensated for generating business for Expandi, Inc.

115. Expandi, Inc. would be unjustly enriched if it were permitted to retain any the profits resulting from the Project generated by Pepper NA.

WHEREFORE, Plaintiff, PEPPER, NA, prays that this court enter judgment in its favor and against Defendant, EXPANDI, INC., in an amount in excess of \$75,000.00, plus interest, costs, and asks that this Court impose a constructive trust on any earnings received by EXPANDI, INC. resulting from any North American HP business, and for any and all other relief that this Court deems just and appropriate under the circumstances.

COUNT XIV
(EXPANDI, INC.-QUANTUM MERUIT)

116. Plaintiff realleges and incorporates by reference herein the allegations contained in Paragraphs 1 through 45 as Paragraph 116 of Count XIV of the Complaint as if fully set forth herein.

117. Pepper NA provided materials and services to Expandi, Inc. at the Defendants' request.

118. The materials or services provided by Pepper NA for the benefit of Defendants had a value in excess of \$100,000

119. Pepper NA expended over \$20,000 for its employees to travel to pitch meetings in Boston, Massachusetts and Palo Alto, California for the benefit of Expandi, Inc.

120. Despite demands for payment, the Defendant has failed and refuses to pay the reasonable value of the services provided.

WHEREFORE, Plaintiff, PEPPER NA, INC. prays that this Court enter judgment in its favor and against Defendant, EXPANDI, INC., in an amount in excess of \$75,000.00, plus interest, costs, and for any and all other relief that this Court deems just and appropriate under the circumstances.

**COUNT XV
(EXPANDI, INC.-VIOLATION OF CALIFORNIA UNFAIR COMPETITION
LAW)**

121. Plaintiff realleges and incorporates by reference herein the allegations contained in Paragraphs 1 through 45 as Paragraph 121 of Count XV of the Complaint as if fully set forth herein.

122. Defendant, Expandi, Inc., is organized under California law, operated an office in California at all times relevant to this complaint, corresponded with Pepper NA from its California office, and pitched HP in California.

123. After winning the Project, Expandi, Inc. terminated its joint venture with Pepper NA to keep all of the profits generated by the Project.

124. Expandi, Inc. acted in a manner that which is illegal, oppressive, deceptive, and fraudulent by terminating the joint venture shortly after it won the Project and hiring its own employees in the United States to replace Pepper NA.

125. By reason of Defendant, Expandi, Inc.'s fraudulent, deceptive, unfair, and other wrongful conduct as herein alleged, said Defendant violated the California Business and Professions Code § 17200 *et seq.* by engaging in an unlawful, unfair, and fraudulent business practice, designed to deprive plaintiff of just compensation.

WHEREFORE, Plaintiff, PEPPER NA, prays that this Court enter judgment in its favor and against Defendant, EXPANDI, INC., in an amount in excess of \$75,000.00, plus interest, costs and attorney's fees.

Respectfully Submitted,
PEPPER NA, INC.,
Plaintiff

By: /s/Alexander N. Loftus
One of Its Attorneys

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