



E-Notice

2013-M1-164306

Room: 1303

To: DLA PIPER US LLP
203 N LASALLE 1900
CHICAGO,, IL 60601

NOTICE OF ELECTRONIC FILING

IN THE CIRCUIT COURT OF COOK COUNTY, ILLINOIS

LECO0CQ BERNARD J vs. FURLONG MATTHEW D
2013-M1-164306

The transmission was received on 01/07/2015 at 8:33 AM and was ACCEPTED with
the Clerk of the Circuit Court of Cook County on 01/07/2015 at 9:30 AM.

AMENDED COMPLAINT FILED

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DOROTHY BROWN
CLERK OF THE CIRCUIT COURT
COOK COUNTY
RICHARD J. DALEY CENTER, ROOM 1001
CHICAGO, IL 60602

(312) 603-5031
courtclerk@cookcountycourt.com

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

BERNARD LECOCQ, BRIAN CRUMP, and)
ROBERT CORSENTINO)
)
Plaintiffs,) Case No. 13 M1 164306
)
v.)
)
MATTHEW FURLONG,)
)
Defendants.)

FIRST AMENDED COMPLAINT

Plaintiffs, BERNARD LECOCQ, BRIAN CRUMP, and ROBERT CORSENTINO, by and through their undersigned attorneys, complains against Defendant, MATTHEW FURLONG, as follows:

I. PARTIES

1. Plaintiff, BERNARD LECOCQ, "Lecocq" is an individual residing in Cook County, Illinois.
2. Plaintiff, BRIAN CRUMP, "Crump" is an individual residing in Cook County, Illinois.
3. Plaintiff, ROBERT CORSENTINO, "Corsentino" is an individual residing in Cook County, Illinois.
4. Defendant, MATTHEW FURLONG "Furlong" is an individual residing in Cook County, Illinois.

II. JURISDICTION AND VENUE

5. Jurisdiction is proper as to Defendant by virtue of 735 ILCS 5/2-209(a)(7), (b)(1) and (c); the making or performance of any contract or promise substantially connected with this state.

6. Venue is proper in this Court pursuant to 735 ILCS 5/2-101 in that the transaction or some part thereof occurred out of which the cause of action arose in this county, and Defendants are all non-residents of the State of Illinois.

III. FACTS COMMON TO ALL COUNTS

Inducement and Investment

7. Matthew Furlong is an inventor and self-proclaimed venture capitalist.

8. Furlong solicited Plaintiffs to invest money in his company new company, ViderExto, LLC.

9. Furlong falsely represented to Plaintiffs that he had invested approximately \$750,000 of his own money and was raising additional capital from private investors.

10. Furlong promised Plaintiffs that if they gave him \$45,000 he would incorporate ViderExto as an Illinois limited liability corporation and put their money in a ViderExto, LLC controlled account.

11. LeCocq invested \$30,000 in ViderExto, LLC.

12. Crump invested \$10,000 in ViderExto, LLC.

13. Corsentino invested \$5,000 in ViderExto, LLC.

14. Plaintiffs gave Furlong \$45,0000 in reliance on Furlong's false statements of fact that he would form an Illinois limited liability corporation and use their money for business purposes.

15. On numerous occasions Furlong promised Plaintiffs their money was an investment in Vider Exto, LLC rather than for Furlong's personal use

16. Plaintiffs relied on Furlong's representations that the money would be used for the new business and that an Illinois limited liability corporation would be formed so that they could have some control over their investment.

17. Upon information and belief, Furlong never intended to use Plaintiffs money for business purposes and instead intended to use it to purchase jewelry for his girlfriend.

18. Plaintiffs reasonably anticipated their investment would yield a 100% return within three years.

Operating Agreement

19. LeCocq, Crump, Corsentino, and Furlong entered into an Operating Agreement (the "Agreement") on August 24, 2012 attached hereto as Exhibit "A" and incorporated herein.

20. The Agreement provided Furlong, Lecocq, Crump, and Corsentino were all members and officers of the limited liability company.

21. Paragraph 1.1 of the Agreement provides that Vider Exto would be formed as an Illinois limited liability company.

22. Paragraph 10.1 of the Agreement provides that the members owed each other a duty of loyalty to act in the best interest of the company.

23. Paragraph 8.2 of the Agreement provides "The Company's books and records shall be kept in accordance with the Act and generally accepted accounting principles applicable thereto"

24. Paragraph 4.1 provides that after funds were paid to Matthew Furlong personally, "on Monday 8/27/2012, the ViderExto LLC paperwork will be submitted to the state. When

ViderExto LLC is approved by the State of Illinois, insightHD will be dissolved and all assets and intellectual property will be transferred to ViderExto, LLC.”

25. Paragraph 11.9 provides that if Plaintiffs prevail in the instant action they are entitled to expenses incurred including attorney fees.

26. Plaintiffs have performed all duties and obligations required of them under the Agreement.

Failure to Form ViderExto, LLC

27. Furlong never formed a limited liability corporation.

28. Despite never forming a limited liability corporation, Furlong did not return Plaintiffs’ “investment.”

29. Furlong refused to provide Plaintiffs with an accounting of ViderExto, LLC’s expenditures.

30. Furlong refused to provide an accounting of how the Plaintiffs’ “investment” was spend.

31. Furlong never transferred any capital, assets, or intellectual property to ViderExto, LLC from insightHD.

32. Furlong acted in his own interest rather than in the interest of ViderExto, LLC by using the invested money for his personal expenses including jewelry for his girlfriend rather than on the company.

33. Plaintiffs were never made members of any corporation operated by Furlong.

34. Plaintiffs were never named officers of any entity operated by Furlong.

35. Plaintiffs have made repeated demands for return of their “investment” and Furlong has responded by promising to pay them back but has never done so.

IV. CLAIMS

**COUNT I
BREACH OF CONTRACT**

36. Plaintiffs reallege and incorporate by reference herein the allegations in Paragraphs 1 through 35 as Paragraph 36 of Count I of the Verified Complaint as though fully set forth herein.

37. Furlong breached the operating agreement by failing to:

- a. Form an Illinois limited liability company;
- b. Keep books and records in accordance with accepted accounting principals;
- c. Transfer assets and intellectual property from insightHD to ViderExto, LLC;
- d. Act in the best interest of ViderExto, LLC.

38. As a direct and foreseeable result of Furlong's breach of the Contract, Plaintiffs have been damaged in an amount in excess of \$100,000.

WHEREFORE, for the reasons stated herein, Plaintiffs, BERNARD LECOCQ, BRIAN CRUMP, and ROBERT CORSENTINO, respectfully request that this Court enter judgment in its favor and against Defendant, MATTHEW FURLONG, in an amount in excess of \$30,000, plus costs, interest, attorney fees, and for any and all other relief that this Court deems necessary and appropriate under the circumstances.

**COUNT II
FRAUD**

39. Plaintiff realleges and incorporates by reference herein the allegations in Paragraphs 1 through 35 as Paragraph 39 of Count II of the Verified Complaint as though fully set forth herein.

40. On numerous occasions, Furlong made false representations of material fact to Plaintiffs that he would use their money to fund ViderExto, LLC.

41. Plaintiffs reasonably believed and relied on the false representations of material facts.

42. Furlong knew he was never going to form ViderExto, LLC and instead intended to use Plaintiffs “investment” for his personal use.

43. Furlong fraudulently induced Plaintiffs to write him checks made out to him personally which he then put in his personal account and used the funds for personal expenses including jewelry for his girlfriend.

44. As a result of Plaintiffs belief and reliance on the false representations of material facts, Plaintiffs have been damaged in an amount in excess of \$45,000.

WHEREFORE, for the reasons stated herein, Plaintiffs, BERNARD LECOCQ, BRIAN CRUMP, and ROBERT CORSENTINO, respectfully request that this Court enter judgment in their favor and against Defendant, MATTHEW FURLONG, in an amount in excess of \$30,000, plus punitive damages in an amount sufficient to punish and deter Defendant from engaging in such conduct in the future, costs, interest, and for any and all other relief that this Court deems necessary and appropriate under the circumstances.

COUNT III
BREACH OF FIDUCIARY DUTY

45. Plaintiffs reallege and incorporate by reference herein the allegations in Paragraphs 1 through 35 as Paragraph 45 of Count III of the First Amended Complaint as though fully set forth herein.

46. Matt Furlong owed a fiduciary duty to Plaintiffs, to act in the best interest of the company.

47. Matt Furlong breached that duty when converted funds for his personal use and failed to establish ViderExto as an Illinois limited liability company

48. As a result of the conduct of Matt Furlong, Plaintiff's have been damaged in an amount in excess of \$50,000.

WHEREFORE, for the reasons stated herein, Plaintiffs, BERNARD LECOCQ, BRIAN CRUMP, and ROBERT CORSENTINO, respectfully requests that this Court enter judgment in its favor and against Defendant, MATTHEW FURLONG, in an amount in excess of \$30,000, plus punitive damages in an amount sufficient to punish and deter Defendant from engaging in such conduct in the future, costs, interest, and for any and all other relief that this Court deems necessary and appropriate under the circumstances.

COUNT IV
CONVERSION

49. Plaintiffs reallege and incorporate by reference herein the allegations in Paragraphs 1 through 35 as Paragraph 49 of Count IV of the First Amended Complaint as though fully set forth herein.

50. Plaintiffs gave Furlong \$45,000 to be invested in ViderExto, LLC.

51. ViderExto, LLC was never formed.

52. Furlong converted the \$45,000 that was to be invested in ViderExto, LLC for his personal use.

53. Furlong did not have the right to convert this benefit to himself.

54. In doing so, Furlong has deprived Plaintiffs of \$45,000.

WHEREFORE, for the reasons stated herein, Plaintiffs, BERNARD LECOCQ, BRIAN CRUMP, and ROBERT CORSENTINO, respectfully request that this Court enter judgment in their favor and against Defendant, MATTHEW FURLONG, in an amount in excess of \$30,000, plus punitive damages in an amount sufficient to punish and deter Defendant from engaging in

such conduct in the future, costs, interest, and for any and all other relief that this Court deems necessary and appropriate under the circumstances.

Respectfully submitted,

**BERNARD LECOCQ, BRIAN CRUMP,
and ROBERT CORSENTINO,**
Plaintiffs

By: _____
One of Their Attorneys

Alexander N. Loftus, Esq.
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To: FURLONG MATTHEW D
30 E HURON
CHICAGO, IL 60611-0000

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47. Matt Furlong breached that duty when converted funds for his personal use and failed to establish ViderExto as an Illinois limited liability company

48. As a result of the conduct of Matt Furlong, Plaintiff's have been damaged in an amount in excess of \$50,000.

WHEREFORE, for the reasons stated herein, Plaintiffs, BERNARD LECOCQ, BRIAN CRUMP, and ROBERT CORSENTINO, respectfully requests that this Court enter judgment in its favor and against Defendant, MATTHEW FURLONG, in an amount in excess of \$30,000, plus punitive damages in an amount sufficient to punish and deter Defendant from engaging in such conduct in the future, costs, interest, and for any and all other relief that this Court deems necessary and appropriate under the circumstances.

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Respectfully submitted,

**BERNARD LECOCQ, BRIAN CRUMP,
and ROBERT CORSENTINO,**
Plaintiffs

By: _____
One of Their Attorneys

Alexander N. Loftus, Esq.
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