

**IN THE UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF ILLINOIS**

DIANE GOLDRING NESBITT,)	
)	
Plaintiff,)	
v.)	
)	
JAMES REGAS,)	
CHRISTIAN NESBITT,)	
REGAS, FREZADOS & DALLAS, LLP,)	
PETER REGAS,)	
PETER G. FREZADOS,)	
WILLIAM D. DALLAS,)	
SUZANNE REGAS,)	
ALLYSON REGAS,)	
JERRY F. MICELI,)	
ADAMS APPRAISAL CORP.,)	
DOUGLAS ADAMS,)	
)	
Defendants.)	

COMPLAINT

For her Complaint against Defendants, Plaintiff Diane Goldring Nesbitt (“Ms. Goldring”) sets forth the following claims:

- (I) Violations of the Racketeer Influenced Corrupt Organizations Act (“RICO”),
Section 1962(c);
- (II) Violations of RICO Section 1962(d);
- (III) Violations of the Illinois Deceptive Business Practices Act;
- (IV) Fraudulent Inducement;
- (V) Fraud; and
- (VI) Aiding and Abetting a Fraud.

INTRODUCTION

1. Defendants James Regas (“**Regas**”) and Christian Nesbitt (“**Nesbitt**”) have been business partners for approximately 25 years. For the past approximately ten years, if not longer, Regas and Nesbitt have engaged in a massive scheme to defraud two banks out of millions of dollars through the making of unsupportable and improper insider loans (hereafter, the “**Scheme to Defraud**” or the “**Scheme**”). Certain other individuals actively participated with Regas and Nesbitt to effectuate the Scheme, including defendant real estate appraiser Douglas Adams through Adams’ company defendant Adams Valuation Corporation (collectively, “**AVC**”); a law firm that Regas founded in 1955, Regas, Frezados, and Dallas (“**RFD**”); and several of the firm’s individual partners, including Peter L. Regas, Peter G. Frezados, and William D. Dallas, as well as one of its associates, Suzanne Regas, Regas’s daughter (all collectively, including RFD, the “**Regas Firm**”).

2. Other individuals were duped by Regas and Nesbitt into unknowingly and unwittingly cooperating in the Scheme, and after the Scheme was uncovered and Regas went to federal prison for conduct related to the Scheme, several of these unwitting participants were left “holding the bag.” One of those individuals is Plaintiff Diane Goldring. Ms. Goldring brings this suit to recover from defendants the significant financial losses that the Scheme to Defraud has caused her.

3. At all times material to the Scheme, Regas and his family owned 50% of Western Springs Bank and Trust Co. (“**WS Bank**”), and Regas was both Chairman of its Board and its outside general legal counsel. At the same time, and again at all times material to the Scheme, Regas was the Vice-Chairman and outside general counsel to Mutual Bank of Harvey (“**Mutual Bank**”). WS Bank and Mutual Bank will be referred to collectively as the “**Banks.**” To

effectuate the Scheme, Regas used his business and legal control over both Banks to facilitate improper loans and other unlawful extensions of credit to corporations and limited liability corporations that Regas and the Regas Firm created, that Regas and Nesbitt controlled, and through which Regas and Nesbitt obtained funds personally, as well as through which they siphoned illegally-obtained funds to other third-parties. The entities they created will be referred to as the “**Regas/Nesbitt Entities**” or the “**Entities.**”

4. At the same time, and also in furtherance of the Scheme, Nesbitt used control over his unsuspecting wife, Ms. Goldring, to place the risk of loss regarding various loans onto her. In furtherance of the Scheme, Nesbitt caused Ms. Goldring to sign a series of personal guarantees based on Regas’s and Nesbitt’s misrepresentations regarding and in relation to these loans, including extensive false statements about the Regas/Nesbitt Entities and loans made by the Banks to the Regas/Nesbitt Entities and to others. Regas and Nesbitt also materially omitted from Goldring that the loans she was being asked to guarantee would not be clearing proper underwriting channels at the Banks, but rather, Regas would be using his control over the Banks and the Regas Firm to:

- (1) inflate property values securing the loans through artificially-inflated appraisals,
- (2) disregard underwriting formalities;
- (3) hide pertinent underwriting information from the banks, including his own extensive self-dealing; and
- (4) procure loan funds from the banks in flagrant disregard of regulatory obligations and internal bank procedures.

all of which significantly increased Ms. Goldring’s guaranty exposure, as well as that of other guaranty victims of the Scheme.

5. The Scheme deprived Ms. Goldring of the benefits and protections afforded her as a guarantor. For example, notwithstanding the strict requirements of the Federal Reserve Act, as well as Regas's fiduciary duties to the Banks, their holding companies, and its shareholders, Regas and members of the Regas family treated the Banks' assets as their own personal piggy banks, using their authority at the Banks, and the support of the Regas Firm and the auditors (as well as the reckless disregard of the Banks' Directors) to facilitate millions of dollars in loans that were on more favorable terms than available to other borrowers, involved higher degrees of risks to the banks and other victims of the Scheme, were in violation of banking laws and regulations, were frequently (if not uniformly) based on fraudulent appraisals of property values, and on information and belief, in some instances, did not even require a loan application, collateral, or a signed note. Regas continued to extend credit in this manner to himself, his family, the Regas/Nesbitt Entities, and others for several years by purposefully withholding from the Banks' Boards of Directors and/or Loan Committees critical information regarding these loans.

6. In addition to Regas's control over Banks in its role as Lender, Regas and Nesbitt also controlled the Regas/Nesbitt Entities as the Borrower. Regas listed his son and daughters and Nesbitt listed his wife as members, managing members, or officers of the Entities, but at all material times Regas and Nesbitt controlled the Entities and all of its actions. Loans to the Entities were the primary, but not the exclusive way, in which Regas and Nesbitt siphoned money from the fraudulent loans that Regas caused the Banks to issue.

7. In furtherance of the Scheme, Nesbitt, Regas, and the Regas Firm induced Ms. Goldring to sign a series of personal guarantees based on Regas's and Nesbitt's misrepresentations regarding and in relation to these loans, including extensive false statements

about the Regas/Nesbitt Entities and loans made by the Banks to the Regas/Nesbitt Entities and to others. Regas and Nesbitt also materially omitted from Goldring that the loans she was being asked to guarantee would not be clearing proper underwriting channels at the Banks, but rather, Regas would be using his control over the Banks and the Regas Firm to:

- (1) inflate property values securing the loans through artificially-inflated appraisals,
- (2) disregard underwriting formalities;
- (3) hide pertinent underwriting information from the banks, including his own extensive self-dealing; and
- (4) procure loan funds from the banks in flagrant disregard of regulatory obligations and internal bank procedures.

all of which significantly increased Ms. Goldring's guaranty exposure, as well as that of other guaranty victims of the Scheme.

8. On July 11, 2012, Regas pled guilty to lying to federal bank regulators, a felony. More specifically, he pled guilty to engaging in a Scheme to falsify, conceal, and cover up material facts about the self-dealing loans he caused WS Bank to make to himself, his children, and several business associates, from which Regas had personally benefitted and intended to benefit, both directly and indirectly. *See* **Regas Criminal Information, Exhibit 1; Regas Plea Agreement, Exhibit 2**. Regas repeatedly and knowingly submitted false conflict-of-interest statements to the bank, in which he denied having any financial relationship with any of the bank's borrowers. **Government's Position Paper As To Sentencing Factors, Exhibit 3** (hereafter, "**Sentencing Memorandum**").¹

¹ Goldring incorporates into this Complaint by reference all Exhibits attached to the Complaint.

9. In the government's Sentencing Memorandum, federal prosecutors made clear that Regas:

took all sorts of steps to obtain access to bank funds and unauthorized extensions of credit for the benefit of himself, family members, and his business partner [Christian Nesbitt],² while hiding those interests through third parties and *corporate entities*.

Sentencing Memorandum, Exhibit 3, at 15-16 (emphasis added). The corporate entities to which the Government referred are the Regas/Nesbitt Entities. While Regas's indictment focuses on the control Regas asserted over WS Bank and how the Scheme worked at WS Bank, the Government's Sentencing Memorandum makes clear that Regas engaged in the Scheme at both WS Bank and Mutual Bank. *See* Sentencing Memorandum, Exhibit 3, at 16-20.

10. As set forth in detail below, Nesbit and Regas carefully plotted and they, along with the Regas Firm and AVC executed the Scheme, which involved countless lies, conflicts of interest, material omissions, and criminal acts. They then took extraordinary steps to cover-up and conceal the Scheme, including especially from Ms. Goldring.

11. After Regas went to prison and the Scheme collapsed, Ms. Goldring was indeed left holding the bag. Because of the guaranties she had been induced to sign, Ms. Goldring was named as a Defendant in four pieces of litigation that arose from the Scheme and was faced with several multi-million dollar judgments against her. Ms. Goldring never received any proceeds or benefit from the loans she was tricked into guaranteeing. Although she was ultimately able to settle two of those lawsuits for \$200,000 (with the third still ongoing), she has also had other significant losses arising out of the Scheme. In all, Ms. Goldring's damages caused by the Scheme are approaching \$600,000, with additional damages still being incurred.

² The Sentencing Memorandum used initials, "CN."

12. In addition to the Scheme effectuated by the Defendants named in this Complaint, the Banks, their Boards of Directors, their Loan Committees and their respective officers were grossly negligent and legally reckless in their oversight of the Banks and particularly in their oversight of Regas's repeated improper loans. The Banks and these additional bank officers and directors repeatedly failed to comply with the regulatory safeguards imposed on the Banks by federal law, contributing to the victimization of the Banks, the victimization of others (including Ms. Goldring), and ultimately, to the demise of the Banks themselves. These individuals, although not named in the Complaint at this time, had a duty to Ms. Goldring, in her capacity as "guarantor," a position that is considered a "favorite of the law." They include, but are not limited to, George M. Moser, John P. Moser, Douglas C. Altenberger (the "**Mosers**" and collectively, with Regas and Allyson, the **WS Bank Officers and Directors**); Pethinaidu Veluchamy, Parmameswari Veluchamy, Arun Veluchamy (collectively, the "**Veluchamy Family**"), Amrish Mahajan, John Benik, James Murphy, Thomas Pacocha, Ric Barth, and Steven Lakner (collectively, with the Veluchamy Family, the "**Mutual Officers and Directors**").

JURISDICTION AND VENUE

13. This Court has federal subject matter jurisdiction over Goldring's federal claims under 28 U.S.C. § 1331 and 18 U.S.C. 1964(a) & (c).

14. This Court has supplemental jurisdiction over Goldring's claims arising under the statutes and common law of the State of Illinois under 28 U.S.C. § 1367(a) because they are so related to the federal claims alleged that they all form part of the same case or controversy under Article III of the United States Constitution.

15. Venue is proper in this judicial district under 28 U.S.C. § 1391(b) because: (1) all or substantially all of the defendants are residents of the State of Illinois and reside in this

judicial district, and (2) a substantial part of the events or omissions giving rise to Ms. Goldring's claims occurred within this judicial district.

THE PARTIES

16. MS. GOLDRING resides in Evanston, Illinois and was at all times material to this Complaint married to Defendant Christian Nesbitt.

17. REGAS resides at the Federal Corrections Institution Terra Haute, in Terra Haute, Indiana. At all times material to this case, Regas and certain members of his family, directly and beneficially, owned 50% of the shares of WS Bancorp; Regas was Chairman of the WS Bancorp Board of Directors; Regas was Chairman of the WS Bank Board of Directors; Regas was WS Bank's General Counsel. At all times material to this case, Regas was also the Vice-Chairman of and lead outside lawyer for Mutual Bank, as well as the President of First Mutual Bancorp of Illinois, Inc. ("**FM Bancorp**"), a bank holding company affiliated with Mutual Bank. In addition to these roles, Regas was at one time an attorney licensed to practice law in Illinois, was the Founder of the Defendant Regas Firm and was at all times material to this case, either a Partner of or Of Counsel to the Regas Firm. At all material times, Regas acted as an agent of and in conspiracy with Nesbitt, the Regas Firm, and AVC.

18. NESBITT resides at 645 Custer Street, Apt. 403, Evanston, Illinois. Nesbitt is a real estate contractor who has operated under a series of business names, most of which are no longer in business. At all material times, Nesbitt acted as an agent of and in conspiracy with Regas, the Regas Firm, and AVC.

19. RFD is a Chicago law firm which was founded by James Regas in 1955. At all material times, the RFD was the General Counsel or outside lead counsel for the Banks. At all material times, the RFD acted as an agent of and in conspiracy with Regas and Nesbitt, and was also an agent of the Entities.

20. PETER L. REGAS (“Peter”), Regas’s brother, is an individual residing in DuPage County, Illinois, and is an attorney licensed to practice law in Illinois. At all material times, Peter was the Secretary and Treasurer of WS Bancorp, the Managing Partner of the Regas Firm, and an agent of the Regas Firm, Regas, Nesbitt, and several, if not all, of the Entities. Peter also acted in conspiracy with Regas and Nesbitt.

21. PETER G. FREZADOS (“Frezados”) is an individual residing in DuPage County, Illinois and is an attorney licensed to practice law in Illinois. At all material times, Frezados was an agent of the Regas Firm, Regas, Nesbitt, and several, if not all, of the Entities. Frezados also acted in conspiracy with Regas and Nesbitt.

22. WILLIAM D. DALLAS (“Dallas”) is an individual residing in DuPage County, Illinois and is an attorney licensed to practice law in Illinois. At all material times, Dallas was an agent of the Regas Firm, Regas, Nesbitt, and several, if not all, of the Entities. Dallas also acted in conspiracy with Regas and Nesbitt.

23. SUZANNE REGAS (“Suzanne”), Regas’s daughter, is an individual residing in Cook County, Illinois. At all relevant times, Suzanne was an associate lawyer at RFD and acted as an agent of Regas, Nesbitt, the Regas Firm, and several, if not all, of the Entities. Suzanne also acted in conspiracy with Regas and Nesbitt. At all material times, she was listed as a member or managing member of several of the Entities.

24. ALLYSON REGAS (“Allyson”), Regas’s daughter, is an individual residing in Cook County, Illinois. At all relevant times, Allyson was the Chief Financial Officer and Vice President of WS Bank. At all material times, Allyson acted as an agent of Regas and WS Bank. Allyson acted in conspiracy with Regas and WS Bank. Regas, Peter, Allyson, and Suzanne will be referred to collectively as the “**Regas Defendants.**” On information and belief, at all relevant

times, the Regas Defendants (along with Dean Regas, who is not named as a defendant in this case), owned 50% of the outstanding shares of WS Bancorp.

25. JERRY F. MICELI (“Miceli”) is an individual residing in Cook County, Illinois. At all relevant times, Miceli was the President, CEO, and a director of WS Bank.

26. AVC is an Illinois corporation with its principal place of business in Oakbrook Terrace, Cook County, Illinois.

27. ADAMS is an individual residing in Cook County, Illinois. At all relevant times, Adams was the President of AVC. On information and belief, Adams also owns all or a substantial portion of AVC. Adams and AVC will be referred to collectively as “**Adams Valuation.**”

THE FACTS

I. THE SCHEME TO DEFRAUD

A. Regas and Nesbitt Created and Controlled the Regas/Nesbitt Entities, and Then Regas Arranged For The Banks To Extend Loans To Them

28. The Regas/Nesbitt Entities were an essential part of the Scheme because they served to hide from the Banks Regas’s personal involvement in the companies receiving loans, and also helped to provide cover for Nesbitt’s long track record of breached agreements, lawsuits, and general uncreditworthiness. Regas used his own children, Suzanne, Allyson, and Dean as members and shareholders of the Entities, and Nesbitt used his wife Goldring. None of these individuals controlled the Entities, however. To the contrary, Regas and Nesbitt controlled every aspect of the Entities.

29. In each instance, the underlying legal work to create the Entities was performed by Regas himself or by the Regas Firm. Then, after the Regas Firm had created the Entities at Regas’s behest, the Regas Firm proceeded to represent one of the Entities as borrower and one of

the Banks as lender in a single transaction, performing all of the legal work on both sides of the equation, unconcerned with the direct conflict of interest in which they were engaged, knowing that Regas controlled both the decisions made by the Banks and the decisions made by the Entities.

30. Once the Entities were created, Regas and Nesbitt used false appraisals prepared by Adams Valuation and/or other fraudulent means to obtain loans for the Entities from the Banks. During that process, Regas intentionally disregarded the Banks' rules, regulations, and practices with respect to insider loans and other aspects of the loan process. Regas repeatedly obtained loans for the Entities without the necessary regulatory and internal bank protections in place.

31. The breadth of the Regas/Nesbitt Entities and the machinations relative to their individual formation and use is staggering. As a central part of the Scheme, Regas and Nesbitt formed the following companies at the following times:

(a) In October 2001, Regas created or directed the Regas Firm to create **Baybrook Bristol LLC**, in order to hold title to 32 acres of land that Regas himself had purchased. The Regas Firm incorporated Baybrook and did the legal work related to the property (Regas Firm file number 24-3436), and at all relevant times Baybrook Bristol was controlled by Regas and Nesbitt. According to Regas, the actual shareholders of Baybrook Bristol were Regas's children and Ms. Goldring, but Ms. Goldring was never involved with Baybrook Bristol and Regas's children had a very limited role, if any. On information and belief, Regas arranged a loan from Mutual and/or WS Springs to Baybrook Bristol, but the precise amounts of those loans and their current status are unknown at this time.

(b) In October 2004, Regas directed the Regas Firm to form **Hanover Capital Group, Inc.** (“**Hanover**”) in order to purchase and purportedly develop 110 acres of land at the corner of Routes 45 and 50. The Regas Firm incorporated Hanover and did all legal work related to the property (Regas Firm file numbers 21-3436 and 10153). Hanover was purportedly owned by Regas’s children and Goldring, but Goldring had no involvement at all in Hanover. The precise amounts of loans extended by Mutual and/or Western Springs to Hanover and the current status of those loans are unknown at this time.

(c) One month later, in November 2004, Regas and the Regas Firm formed **Jefferson Capital Group, Inc.** (“**Jefferson**”) to purchase and purportedly to develop 925 Edgemere Court in Evanston, Illinois (the “**925 Edgemere Property**”). The Regas Firm incorporated Jefferson and did all legal work related to the 925 Edgemere Property (Regas Firm file number 25-3921). Jefferson was purportedly owned 50% by Regas’s children and 50% by Ms. Goldring, but in fact Jefferson was completely controlled by Regas and Nesbitt. After creating Jefferson, Regas caused Mutual Bank first to issue Jefferson an approximately \$2.1 million loan for the purchase of the 925 Edgemere Property and then later over time caused Mutual Bank to expand that loan to \$5.7 million. (This is an astounding sum given that, on information and belief, \$4.1 million is the highest amount for which a single-family home has been sold in Evanston in the past 10 years.) The 925 Edgemere Property was ultimately purchased at Sheriff’s sale, which not surprisingly, resulted in a legal deficiency on the loan indebtedness to Mutual in excess of \$3.2 million. Ultimately, a judgment in the amount of approximately \$3.2 million (the “**Jefferson Judgment**”) was entered against Ms. Goldring (and also against Regas’s son Dean), which were entered as a result of the Scheme. Ms. Goldring subsequently expended approximately \$150,000

in attorneys' fees to resolve the Jefferson Judgment and other judgments against her. She subsequently settled the Jefferson Judgment for approximately \$100,000.

(d) One month later, in December 2004, Regas directed the Regas Firm to create **1104 Sheridan LLC** ("**1104 Sheridan**") in December 2004, and Regas was its sole member. (Regas Firm file number 25-3918). Regas purportedly purchased a tennis court on that property with like-kind-exchange monies that he had from another transaction. He then placed the property on which the tennis court sat into the 1104 Sheridan. (It appears, but is not completely clear, that he also placed the main house associated with that property into 1104 Sheridan as well.) Regas planned to put close to \$1 million to develop the property, but it remains unclear whether this was ever done, whether he obtained Mutual or Western Spring loans to do so, and what the current status of the property is today. The LLC itself was involuntarily dissolved by the State of Illinois in June 2009.

(e) In January 2005, Regas created **SDAR LLC** to consolidate certain pieces of property in St. Francis, Wisconsin. (Regas Firm file number 26-5142). Regas purportedly arranged both a construction loan and an end loan for the development of this site in Wisconsin. On information and belief, Regas arranged these loans through Mutual Bank and/or WS Bank.

(f) Six months later, in June 2005, Regas created **7500 Kenosha LLC** (Regas Firm File number 25-4276) in order to purchase and develop the "Art Walk" building located at the corner of Highway 50 and 125th Street in Bristol, Wisconsin. 7500 Kenosha LLC purchased the building in July 2005, and according to Regas, "[t]he purchase price for the acquisition was principally obtained from a loan that I [Regas] arranged from Mutual Bank." The loan from Mutual was approximately \$2.5 million. The purported managing members of 7500 Kenosha LLC, as of May 2012, were Regas's son Dean and daughter Suzanne.

(g) The following year, in May 2006, Regas formed **913 Forest-Evanston LLC** (“**913 Forest**”) to purchase and undertake a condominium conversion of the property at 913 Forest Avenue in Evanston, Illinois (the “**Forest Property**”). The Regas Firm formally incorporated 913 Forest and did all of the legal work related to the Forest Property and loans related to the Forest Property (Regas Firm file number 24-3773). (On information and belief, there is a second Regas Firm file number related to the Forest Property, but that number is unknown at this time.) The purported Managing Members of 913 Forest were Dean and Suzanne Regas and for a time, Goldring. In fact, however, the LLC was controlled and operated by Nesbitt and Regas. After creating 913 Forest in May 2006, in June 2006, Regas caused Mutual Bank to issue 913 Forest an approximately \$3 million loan for the purchase of the Forest Property (the “**Forest Loan**”) and then in August 2007 caused Mutual Bank to expand the Forest Loan \$3,425,500. The Regas Firm prepared the 913 Forest Promissory Note and Ms. Goldring’s and Dean Regas’s personal Guarantees to Mutual Bank. The Forest Property was ultimately purchased at Sheriff’s sale, which resulted in a deficiency under the Forest Loan in excess of \$3.4 million. Ultimately, a judgment was entered against Ms. Goldring in excess of \$3.4 with respect to the Forest Property and her guaranty (the “**Forest Judgment**”). Ms. Goldring ultimately settled the Forest Judgment for approximately \$100,000.

(h) Also in May 2006, Regas and the Regas Firm formed **Damen, Fullerton, Clybourn LLC** (“**Damen LLC**”) (Regas Firm file number 25-4449) in order to acquire and purportedly develop a property at the Southwest corner of Damen, Fullerton, and Clybourn, in Chicago. According to Regas, he arranged an “interim loan” with respect to this property, but it is unclear whether the property was in fact ever purchased by Regas or others associated with Regas, and is equally unclear whether the interim funding in fact occurred.

(i) In September 2007, Regas formed **917 Edgemere LLC** (“**917 Edgemere**”) (Regas Firm file number 25-3919) to purchase a vacant lot at 917 Edgemere Court in Evanston, IL (the “**Edgemere Lot**”) (just a few lots down from the Edgemere Property). Regas has previously stated that the lot was purchased by his children with proceeds from a 1031 exchange. Regas placed Nesbitt in charge of trying to sell the Edgemere Lot, and Regas asserted that he intended to transfer any proceeds from the sale of the Edgemere Lot to another Regas-controlled LLC, the Damen LLC.

32. In furtherance of the Scheme, each time one of the Banks loaned money to one of the Regas-Nesbitt Entities, the loan received approval outside the bank’s normal regulatory processes and procedures, and the terms were dictated by Regas. At no time was Goldring informed that the loans she was being asked to guarantee were being approved with inflated appraisals and without clearing the normal underwriting channels at the Banks.

B. Regas Failed to Abide by Applicable Banking Regulations and Kept Secret From The Banks That These Loans Were Insider Loans Which Personally Benefitted Him and His Business Partner Nesbitt

33. As Chairman, General Counsel, and a major shareholder of WS Bank, and also Vice-Chairman and lead outside legal counsel to Mutual Bank, Regas had clear fiduciary duties to the Banks. Even with the blatant conflict of interests of causing the Banks to lend to the Regas/Nesbitt Entities, Regas never disclosed to the Banks that the loans they were issuing to the Entities were insider loans that were prohibited by the Banks’ underwriting policies, conflict-of-interest regulations, and several other bank lending rules and guidelines. Regas simply flaunted the Banks’ underwriting, conflict-of-interest, and other rules. He did so even though the Office of the Comptroller of the Currency (“OCC”) had concluded as far back as March 1992 and as

recently as 2009 that Regas was orchestrating unsafe and unsound banking practices, including by extensively violating conflict of interest rules.

34. Most (if not all) of the loans that Regas caused to be issued to himself, his family, and the Regas/Nesbitt Entities were not creditworthy loans. This is a critical fact and is a central component of Ms. Goldring's claims in this case. Simply put, she had the right to rely on the legitimacy of the loans she was duped into guaranteeing. Regas was eventually charged criminally for three of the self-serving loans that he caused to be issued, for which he was ultimately convicted and sentenced to 366 days in a federal penitentiary. **Judgment In A Criminal Case**, Exhibit 4.

35. In addition, Regas has been sued by both the FDIC and his former business partners in WS Bank. *See* **FDIC Complaint, Exhibit 5; Moser Complaint, Exhibit 6**. He has also been sued in U.S. federal court in Chicago by a whistleblower for his role in causing intentionally inflated appraisals on properties for which Mutual Bank was making loans. **Conner Complaint, Exhibit 7**.

C. Regas and Nesbitt Caused Property Values To Be Intentionally Inflated and Then Skimmed Proceeds from the Loans That Were Issued

36. A central part of the Scheme was to cause appraisals of property values to be wildly inflated and then to skim proceeds from the loans that were issued in reliance on the inflated appraisals. For example, Regas arranged for Adams Valuation to be retained on approximately 50% of the appraisals for Mutual Bank during the Scheme. It is well known and understood in the banking industry that having a high concentration of appraisals done by any one company puts a bank at risk because it fails to diversify the risk of faulty appraisal work and, as in this case, the risk of intentionally fraudulent appraisals. As part of the Scheme, Regas and

Adams Valuation agreed to overvalue by as much as 30-80% the property appraisals that Adams Valuation performed for Mutual Bank, and sometimes more.

37. On information and belief, the purpose of such overvaluation was three-fold. First, the overvalued property appraisals permitted Regas to arrange greatly-inflated loans to sham entities that Regas himself had created (including but not limited to the Entities identified above in paragraph 31(a)-(i)). Second, once the greatly-inflated loans were approved, Regas and Nesbitt used the closing process to skim dollars from the loan proceeds for their own benefit. Third, by reporting false asset values to the Federal Deposit Insurance Corporation (“FDIC”), the over-valuations also had the effect of reducing the Banks’ deposit insurance premiums due to the FDIC. The effect of all this was also to increase the amount of Goldring’s guaranty exposure.

38. For example, in arranging the Forest Loan Regas and Nesbitt arranged for the Forest Property to be overvalued by approximately \$800,000. Regas then caused Mutual to approve the Forest Loan in the original principal amount of \$3.0 million, even though only approximately \$2.2 million was needed to purchase the Forest Property. Instead of returning the \$800,000 difference to Mutual, the entire amount was disbursed 913 Forest, which was controlled by Regas and Nesbitt. Regas and Nesbitt simply pocketed that money, skimming it from the loan proceeds, and not accounting for its whereabouts to this day.

39. Of the \$800,000 that was disbursed to 913 Forest, \$450,000 of it was to be paid at closing to Azran Forest LLC (“Azran”), a group of investors who held a second mortgage on the Forest Property. Although Azran’s \$450,000 had been diverted to 913 Forest, the Regas Firm informed Azran that there had been “4 or 5 additional lien claimants” at closing that had to be paid ahead of Azran. This was simply a false statement made up by Nesbitt, Regas, and the

Regas Firm. Azran immediately sued for the money that was due to it at closing. **Azran Complaint, attached as Exhibit 8.** In its Complaint, Azran alleged in detail that Regas, Nesbitt, and the Regas Firm had made repeated false statements that they would inform Azran's counsel of the location of the closing; that Azran would receive the \$450,000 it was owed at the closing; that the closing had not yet occurred, when in fact it had; and further, that when Azran's counsel confronted Regas that the money had been improperly withheld from them, Regas and the Regas Firm again falsely promised Azran it would receive the \$450,000 it was owed. Regas, Nesbitt, and 913 Forest promptly settled the lawsuit, paying Azran \$412,500, approximately 92% of the amount owed. Therefore, although Regas and Nesbitt were not successful in stealing the full \$800,000 they attempted to embezzle from this transaction, they did manage to successfully divert approximately \$387,500.

40. In furtherance of the Scheme, there are numerous other examples of inflated appraisals by Adams Valuation and others associated with the Scheme. These include but are not limited to:

(a) the Venturella Resort and Spa in Orlando Florida (overvalued by approximately 79% and the loan related to Venturella later went into default);

(b) a retail/office building in Mount Olive, NJ (overvalued by approximately 70% and the loan related to the Mount Office building later went into default);

(c) a hotel property in Evansville, Indiana (overvalued by approximately 62%)

(d) a two-story retail property in the Beverly neighborhood of Chicago (overvalued by approximately 50%).

(e) an empty lot on the South Side of Chicago (overvalued by approximately 28%);

(f) the Rolling Meadows Holiday Inn (amount of overvaluation unknown); and

(g) a loft condo conversion in Logan Square in Chicago (amount of overvaluation unknown).

41. Regas and Nesbitt (as well as certain officers of Mutual Bank) were fully aware of the inflated appraisals that were being prepared by Adams Valuation. Indeed, a Mutual Bank employee specifically brought the inflated Adams appraisals to the attention of several Mutual officers and directors. One officer specifically indicated to this employee that Mutual Bank's Board Chairman was aware that the appraisals were bad.

D. The Regas Firm Had A Substantial Role In The Scheme

42. One of the ways that Regas was able to obtain millions of dollars of loans from the Banks was because Regas: (a) controlled all of the legal work that created the Regas/Nesbitt Entities to whom the loans were being improperly issued; (b) controlled all of the legal work related to the Banks' decision to issue loans to the Regas/Nesbitt Entities; and (c) controlled both sides of the legal work that was performed in connection with each of the loans between the Banks as lender and the Regas/Nesbitt Entities as borrowers, which of course included the guarantees. So, it would be quite common that Regas (and the Regas Firm at his direction) would prepare the corporate-creation documents for the underlying corporate entity and then follow that by preparing the loan transaction documents for one of the Banks, while the entire time keeping from the Banks the fact that the loans were being issued to the Entities, companies that Regas himself had created and continued to control.

F. Nesbitt and Regas Fraudulently Concealed Their Scheme By, Among Other Things, Creating A Fake Buyer for the 925 Edgemere Property

43. Nesbitt and Regas made repeated false statements to Goldring regarding the loans she was being asked to guaranty. Nesbitt and Regas fraudulently concealed extensive facts from Ms. Goldring to keep her away from learning the truth about the Scheme.

44. Regas and Nesbitt used many different methods to keep Goldring from discovering the Scheme. For example, when Goldring was sued on her personal Guarantees, Nesbitt repeatedly told her that it was nothing to worry about, that Regas and the Banks would take care of the claims asserted in the lawsuits, and that he was in constant communication with the Banks, which had assured him that no judgment would be entered against her. Nesbitt furthered this concealment regarding one or more of the lawsuits by hiding important information about them from Goldring, including but not limited to the case that had been filed by Dean and Suzanne Regas. Goldring did not uncover the truth about these cases until March 2013, after Goldring had uncovered the broader Scheme.

45. Another example of concealing the Scheme is that Nesbitt repeatedly told Goldring that he had buyers for each of the properties that were in litigation. Nesbitt went so far as to fabricate buyers to extend that falsehood. For example, in the fall 2009, Nesbitt (with, on information and belief, direct assistance from Regas) fabricated a fake purchase of the Edgemere Property by Hooman Bahmandeji and his wife Pamela (the “**Bahmandejis**”), an Evanston couple for whom Nesbitt had done some construction work. Among the things that Nesbitt did to concoct the fake purchase was to inform Ms. Goldring that the Bahmandejis had offered \$6 million for the property. Nesbitt then supported that lie by fabricating, among other things,

- (a) a faked and forged offer to purchase the property;
- (b) a fake Jefferson Capital shareholder resolution, approving the sale, which he asked Ms. Goldring to sign so the sale could go through;
- (c) a fake closing Statement, which he asked Ms. Goldring to sign;
- (d) a fake Seller’s Settlement Statement, which he asked Ms. Goldring to sign; and
- (e) a Chicago Title Insurance Company “GAP Undertaking.”

The purpose of each of these forged and/or fabricated documents was to convince Ms. Goldring that the sale of the Edgemere Property was imminent and that therefore, Ms. Goldring would have no liability on the Guaranty she had been tricked into signing.

52. In truth, however, Nesbitt forged Mr. Bahmandeji's signature on the offer to purchase. The Bahmandejis never took a single step to purchase or even consider purchasing the Edgemere Property. At his sworn deposition before the OCC, Mr. Bahmandeji testified, among other things, that:

- (a) he never considered purchasing the Edgemere Property;
- (b) no family member of his has ever shown an interest in purchasing the Edgemere Property;
- (c) he never employed a realtor to make an offer on the Edgemere Property;
- (d) he could not afford to purchase this property for \$6 million in any event;
- (e) the signature on the offer to purchase looks like his signature, but it is not his signature and he "has never seen the document before";
- (f) he is certain that the signature is not his signature "because it's a contract to buy property that I did not try to buy . . . I could not afford it. . . \$6 million for the real property and \$2.5 million for the chateau improvements . . . whatever that means. . . . yep, that's not me."

Nesbitt's fabrication of the fake sale and related false statements to Ms. Goldring were in furtherance of the Scheme and clearly designed to reduce concerns that Ms. Goldring had in relation to the guaranty that she had signed in relation to the Edgemere Property. By falsely telling Ms. Goldring that an agreement had been reached to sell the Edgemere Property for \$6 million, Nesbitt and Regas were attempting to prevent Goldring from investigating any of the underlying circumstances related to the Edgemere Property and the pending litigation.

53. On information and belief, Nesbitt and Regas took additional steps to fabricate documents in an attempt to alleviate Ms. Goldring's concerns related to guarantees that she had signed in relation to other properties.

**G. Regas is Assisted In The Scheme at Western Springs Bank
By Daughter Allyson and Bank Officer and Director Miceli**

54. Defendants Allyson and Miceli substantially assisted Regas in causing WS Bank to issue fraudulent loans to the Entities and to other Regas insiders. They did so by obtaining inflated appraisals from Adams Valuation and others; by seeking, obtaining, and/or approving fraudulent high-risk loans to uncreditworthy borrowers; by failing to implement appropriate underwriting and credit administration practices, so the Scheme would remain concealed; by intentionally ignoring the Bank's loan policies, federal lending regulations, and the Bank regulators' specific warnings regarding the Bank's lending activities, including most specifically, Regas's control over those activities. Allyson and Miceli assisted Regas in concealing the dual role that the Regas Firm was playing and in concealing that Regas and his partner Nesbitt controlled the Entities to which WS Bank was making loans.

**H. The Enterprise Obtained An Additional
Golding Guaranty Outside The Entities**

55. While the Bank loans were generally initiated by Regas, in at least one instance, the loan was initiated by Nesbitt himself. In August 2007, two Evanston residents, Daniel and Jeanette Schreiber (for whom Nesbitt had done some construction work), were attempting to obtain a second mortgage on their home. Nesbitt told the Schreibers that he could assist them to obtain a loan for them from WS Bank, where he had a relationship with the Board Chairman (the "**Schreiber Loan**"). At Nesbitt's request, Regas arranged for WS Bank to issue the loan to the Schreibers. Ms. Goldring did not know the Schreibers. Goldring had never met Jeanette

Schreiber and had met Daniel Schreiber on only a very few occasions and always in passing. Nesbitt had no legitimate basis whatsoever to request his wife to sign a Guaranty in relation to the Schreiber loan, but he did so anyway.

56. In furtherance of the Scheme, Nesbitt told Goldring that the Schreiber Loan was a bridge loan, not a standard mortgage loan; and that there was a significant pending deadline to return the documentation to WS Bank, which required the execution of the Guaranty without further inquiry. Nesbitt never revealed to Goldring that the true intent of the Schreiber Loan was to enable Regas and Nesbitt to abscond with proceeds from the Schreiber Loans.

57. After Nesbitt had successfully pressured Goldring into signing the guaranty for the Schreiber Loan, Nesbitt told Goldring that the “bridge loan” had served its purpose, that the Schreibers had completed the sale of their property, and that Goldring’s obligations under the Guaranty had become extinguished. All of this was false.

I. Nesbitt Falsely Obtains \$200,000 From Goldring In Furtherance of the Scheme

58. From time to time during the Scheme and in furtherance of the Scheme, Regas needed immediate cash. One such incident occurred on September 30, 2008. For reasons that are currently unknown, Regas wanted \$200,000 from Nesbitt. Nesbitt falsely told Goldring that \$200,000 was immediately needed in relation to one of their real estate projects, and that if Goldring could lend the money, Nesbitt and/or Regas would pay Goldring back within 30 days. On September 30, 2008, Goldring arranged a wire for this purpose from one of her accounts to a WS Bank account that had been purposefully created for purposes of the Scheme. After WS Bank received the \$200,000, it was immediately removed from the “Chris Nesbitt” account into which it was wired and, on information and belief, on October 1, 2008, was transferred into an account controlled by Regas. To cover the transfer to Regas out of the Nesbitt account, the

transfer entry was falsely listed as a “correction offset.” The bank that succeeded to the accounts at WS Bank has no explanation for what is meant by correction offset or to where the money was transferred.

II. THE FRAUD IS UNCOVERED AND THE BANKS ARE CLOSED

A. The Illinois Government Closes Mutual Bank

59. On July 31, 2009, the Illinois Department of Financial and Professional Regulation (“IDFPR”) closed Mutual Bank, and the Federal Deposit Insurance Corporation (“FDIC”) was appointed its Receiver.

B. The Federal Government Restricts and then Closes WS Bank

60. In November 2009, the Office of the Comptroller of the Currency (“OCC”) restricted WS Bank’s operations, and WS Bank entered into a Consent Decree with the OCC. On September 16, 2010, the Moser Defendants (who owned ½ of WS Bank) sued the Regas Defendants, RFD, and WS Bank’s auditors, alleging that the Regas Defendants had engaged in an extensive fraud, that the Regas Firm had participated in that fraud, and that the WS Bank auditors had been negligent in detecting the fraud. More specifically, the Moser Defendants alleged (as Goldring alleges here) that Regas and his family used its control of WS Bank to give millions of dollars in free or heavily discounted loans to insider companies that Regas controlled. The Mosers alleged that Regas and his family treated WS Bank’s assets as their own personal piggy bank, funneling funds to insider entities in which one or more family members had an undisclosed interest and using their authority at the bank to facilitate millions of dollars in loans that were on more favorable terms than available to other borrowers. Seven months later, in April 2011, the FDIC shut down WS Bank.

C. Regas Is Indicted and Pleads Guilty

61. In June 2012, the federal government indicted Regas. One month later, on July 11, 2012, Regas pled guilty to lying to government agents. As part of that plea, Regas admitted that between 2004 and 2009 he repeatedly referred business associates and financial partners, including but not limited to Nesbitt, to WS Bank for loans while submitting statements to the bank falsely denying any conflict of interest. Such actions enabled Regas to use bank funds for his own benefit without having to apply for loans himself, posting collateral, or signing any personal guaranties, while evading federal restrictions on insider loans. Regas admissions included but were not limited to an \$803,000 loan to North Park Webster LLC in 2004, which Regas used to finance three Evanston properties in which he and other members of his family had a stake. (Nesbitt also had a stake in these properties.) In addition, Regas admitted that in 2005, he arranged for WS Bank to provide a \$500,000 loan to a business associate, from whom Regas in turn collected half the proceeds. (On information and belief, that associate was Christian Nesbitt.) Regas also confessed to ordering employees of WS Bank to prepare and file fake reports with the FDIC that concealed Regas's personal interest in the WS Bank loans and then knowingly signing these false statements himself.

LEGAL CLAIMS

COUNT I – VIOLATION OF RICO SECTION 1962(c) (Against All Defendants)

62. Goldring restates and incorporates into this Count all prior paragraphs of this Complaint.

63. Section 1962(c) makes it unlawful to “conduct or participate, directly or indirectly, in the conduct” of an enterprise and to “conduct such enterprise’s affairs through a pattern of racketeering activity.” 18 U.S.C. § 1962(c).

64. Defendants conducted and participated in, both directly and indirectly, an enterprise. The enterprise was comprised of a group of individuals, one partnership, and one company, who were associated in fact. They did not go by a specific name, but they acted as a continuing and cohesive unit, and their association-in-fact was separate and apart from the pattern of racketeering in which they engaged (hereafter, the “Racketeering Enterprise”). The primary objective of the Racketeering Enterprise was to illegally steal funds belonging to the Banks and to make other unwitting third-parties – and not themselves – legally responsible in the event that any of the fraudulent loans, which the Racketeering Enterprise caused the Banks to issue, were not repaid.

65. The RICO Defendants conducted the affairs of the Enterprise through a pattern of racketeering activity, most specifically a series of violations of the United States mail fraud statute, 18 U.S.C. § 1341 (“mail fraud violation”) and the United States obstruction of justice statute, 18 § U.S.C. 1512(c)(1) (“destroying . . . or concealing a document with the intent to obstruct justice”). The enterprise committed at least two predicate acts of racketeering activity within ten years of each other. In fact, however, as shown in detail in this Complaint, the racketeering activity extended far beyond two predicate acts of racketeering activity within a ten-year period.

66. Each predicate act in which the Enterprise engaged amounted to continuing criminal activity. The mailings they used to effectuate their Scheme were related in that they had the same and/or similar purposes, results, participants, victims, methods of commission, and were otherwise interrelated by distinguishing characteristics and were not isolated events. *See* 18 § U.S.C. 3575(e). The illegal mailings had continuity (as that term is defined in the case law) in that the Enterprise engaged in related illegal mailings for a period longer than two years.

67. The RICO Defendants also used the concealment of documents to effectuate their Scheme. The concealments in which they engaged were related in that they had the same and/or similar purposes, results, participants, victims, methods of commission, and were otherwise interrelated by distinguishing characteristics and were not isolated events. *See* 18 U.S.C. § 3575(e). The concealment of documents had continuity (as that term is defined in the case law) in that the Enterprise engaged in related concealment for a period longer than two years.

68. Goldring was a victim of the Racketeering Enterprise's predicate acts in that she was injured in her property by reason of the Racketeering Enterprise's pattern of racketeering activity. Her injuries would not have occurred but for the Defendants' pattern of racketeering activity, and her injuries were proximately caused by that illegal conduct.

69. While Goldring is the only plaintiff in this particular lawsuit, she was by no means the Racketeering Enterprise's only victim. To the contrary, the Racketeering Enterprise targeted and eventually defrauded multiple victims, including most significantly, Mutual Bank and WS Bank, and other individuals who guaranteed repayment of the fraudulent loans that the RICO Defendants caused to be issued by the Banks.

COUNT II – RICO VIOLATION OF SECTION 1962(d)
(Against Regas, Nesbitt, the Regas Firm, and Adams Valuation)

70. Goldring restates and incorporates into this Count all prior paragraphs of this Complaint.

71. Section 1962(d) makes it unlawful to conspire to engage in a pattern of racketeering activity.

72. Defendants conspired to conduct and participate in the RICO Enterprise (as defined above) through a pattern of racketeering activity (as enumerated above and in the Appendix).

73. In the past ten years, Defendants conspired to and did in fact cooperate jointly and severally in the commission of two or more of the predicate acts (as enumerated above and in the Appendix).

**COUNT III – Violation of the Illinois Deceptive Business Practices Act
(Against Regas and The Regas Firm)**

74. Ms. Goldring adopts and incorporates all of the preceding paragraphs into Count III.

75. Regas and the Regas Firm made misrepresentations of material fact that intentionally caused a likelihood of misunderstanding as to the approval of certain loan services by the Banks and as such, was a deceptive trade practice within the meaning of Illinois' Uniform Deceptive Trade Practices Act, 815 ILCS 510/1 et. seq. (“UDTPA”).

76. Regas and the Regas Firm made omissions of material fact that intentionally caused a likelihood of misunderstanding as to the approval of certain loan services by the Banks and as such, was a deceptive trade practice within the meaning of the UDTPA.

77. These misrepresentations and material omissions were made with the purpose of causing a likelihood of misunderstanding as to the approval of certain loan services by the Banks, in violation of UDTPA.

**COUNT IV – Fraudulent Inducement
(Against Regas, Nesbitt, and The Regas Firm)**

78. Ms. Goldring adopts and incorporates all of the preceding paragraphs into Count I.

79. Regas, Nesbitt, and the Regas Firm made misrepresentations of material fact and/or omitted material facts from Ms. Goldring, as set forth in detail above.

80. These misrepresentations and material omissions were made with the purpose of inducing Ms. Goldring to sign guarantees in support of various loans that Defendants needed to effectuate their Scheme.

81. Each of the makers of these misrepresentations and/or material omissions knew the statements to be false at the time they were made.

82. Ms. Goldring, however, believed the misrepresentations to be true at the time made, and/or with respect to material omissions, believed a status to exist that in fact did not exist.

83. Ms. Goldring relied on these misrepresentations and material omissions to her detriment.

84. As a matter of Illinois law, a bank and its agents have a duty of good faith in dealing with a guarantor.

85. As a matter of Illinois law, a guarantor is entitled to rely on the representations of fact made by a bank or its agents.

86. Because Ms. Goldring was fraudulently induced to enter the Guaranty, the Guaranty is voidable at Ms. Goldring's election.

**COUNT V – Fraud
(Against All Defendants)**

87. Ms. Goldring adopts and incorporates all of the preceding paragraphs into Count V.

88. Regas, Nesbitt and the Regas Firm made misrepresentations of material fact and/or omitted material facts from Ms. Goldring, as set forth in detail above.

89. These misrepresentations and material omissions were made with the purpose of defrauding WS Bank, Mutual Bank, Ms. Goldring, Dean Regas and others. These misrepresentations and material omissions were made with the purpose of getting Ms. Goldring and others to sign the Guaranty at issue in this case and other guarantees, for the benefit of Regas, Nesbitt, and the Regas Firm.

90. Each of the makers of these misrepresentations and/or material omissions knew the statements to be false at the time they were made.

91. Ms. Goldring, however, believed the misrepresentations to be true at the time made, and/or with respect to material omissions, believed a status to exist that in fact did not exist. On information and belief, other individuals believed misrepresentations made in furtherance of the Scheme to be true at the time made and believed, with respect to material omissions, that a status existed that in fact did not exist.

92. Ms. Goldring relied on these misrepresentations and material omissions to her detriment. On information and belief, other individuals and institutions relied on these misrepresentations and material omissions to their detriment.

93. Because Ms. Goldring, by signing the Guaranty at issue in this case, was a victim of the Scheme to Defraud executed by Defendants Regas, Nesbitt, and the Regas Firm, the Guaranty is voidable at Ms. Goldring's election.

94. Because the Guaranty is voidable, Ms. Goldring has the legal right to rescind it, and Ms. Goldring's June 18 rescission of the Guaranty is legally binding.

**COUNT VI – Aiding And Abetting A Fraud
(Against Defendants The Regas Firm, Allyson, Miceli, and Adams Valuation)**

95. Ms. Goldring adopts and incorporates all of the preceding paragraphs into Count IV.

96. Regas and the Regas Firm engaged in fraudulent conduct in the name of the Banks.

97. The Banks owed a duty to Ms. Goldring in her capacity as Guarantor.

98. The Defendants named in this Count were aware of that duty.

99. The Banks breached their duties to Ms. Goldring in her capacity as Guarantor.

100. The Defendants named in this Count –Allyson, Miceli, and Adams Valuation (the “Aiders and Abettors”) – were aware of one or more of the Banks’ breaches and/or the fraud committed by Regas and the Regas Firm.

101. The Aiders and Abettors assisted, aided, and abetted one or more of the Banks in breaching their duties.

102. The Aiders and Abettors assisted, aided, and abetted Regas and/or the Regas Firm in committing fraud against Ms. Goldring and others.

103. Ms. Goldring has been damaged by Regas and the Regas Firm’s fraud, including by the conduct of the Aiders and Abettors.

104. Ms. Goldring has been damaged by the Banks’ breach of duty, including by the conduct of the Aiders and Abettors.

WHEREFORE, Ms. Goldring respectfully requests a judgment in her favor and against all Defendants as follows:

A. an award of damages against them, including but not limited to:

- 1) the \$200,000 amount taken by the Enterprise on or about October 1, 2008;
- 2) the \$200,000 amount that Ms. Goldring has paid to date to resolve outstanding obligations to the Banks’ successors that were caused by the Scheme;

- 3) the approximately \$150,000 in legal fees that Ms. Goldring paid in legal fees and costs to resolve outstanding obligations to the Banks' successors;
 - 4) the approximately \$15-25,000 in other indebtedness with which Ms. Goldring was saddled by the Defendants' Scheme;
- B. A declaration that Ms. Goldring was fraudulently induced to become an Officer, Manager or Managing Director of the Entities;
 - C. A declaration that Ms. Goldring was fraudulently induced to sign the guaranties at issue in this case;
 - D. A declaration that Defendant willfully engaged in deceptive practices;
 - E. Treble damages under the treble damages provision of RICO;
 - F. Attorneys' fees and costs incurred in the furtherance of this litigation under the fee provisions of both RICO and the UDPTA;
 - G. pre-judgment interest as permitted by law;
 - H. post-judgment interest as permitted by law; and
 - I. any other relief that this court deems just and proper.

JURY DEMAND

Plaintiff hereby demands trial by jury on all issues triable to a jury lawfully convened.

Date: November 15, 2013

Plaintiff Diane Goldring



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