DiTommaso Lubin, PC
BUSINESS LITIGATION ATTORNEYS

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EDUCATION

Chicago-Kent College of Law, Chicago, IL
Juris Doctor, May 2017
J.D. Certificate in Business Law
Chicago-Kent College of Law Dean's Honor List

The Rochester Institute of Technology, Rochester, NY
Bachelor of Fine Arts, May 2011

PROFESSIONAL AFFILIATIONS

Admitted to Illinois Bar, 2018
Admitted to U.S. District Court for the Northern District of Illinois, 2018
Admitted to U.S. Court of Appeals for the Seventh Circuit, 2018
Admitted to U.S. District Court for the Central District of Illinois, 2023
Admitted to U.S. District Court for the Eastern District of Wisconsin, 2025
Admitted to U.S. District Court for the Eastern District of Michigan, 2026
Member, Illinois State Bar Association
Member, DuPage County Bar Association
Member, Justinian Society of Lawyers DuPage County Chapter

HONORS, AWARDS, AND APPOINTMENTS

2015 Recipient of the Morici-LoBello Family Scholarship
2016 Recipient of the Justinian Society of Lawyers Endowment Scholarship
2L and 3L Representative for the Chicago-Kent Justinian Society of Law Students
Judicial Extern to the Honorable Thomas E. Hoffman, Illinois Appellate Court, First District, Sixth Division
2023-2026 Selected to Super Lawyers Rising Stars

PUBLICATIONS

Co-author with Peter S. Lubin, Chicago Business Litigation Lawyer Blog:
The Separation Agreement You Have Used for Years May No Longer Work in Illinois (November 12, 2026)
Your Partner Is Draining the Accounts: When an Illinois Court Will Appoint a Receiver, and What to Ask for Instead (November 12, 2026)

The Case Settled, Then the Deal Fell Apart. What Illinois Law Does With a Settlement Nobody Finished Papering (November 12, 2026)
You Signed a Note With a Confession of Judgment. Now There Is a Judgment You Never Saw Coming (November 12, 2026)
Lies About Your Product Are Not Always Defamation: Commercial Disparagement and Its Alternatives in Illinois (November 12, 2026)
A Default Judgment Was Entered Against Your Company. Here Is What the First 30 Days Mean, and What Comes After (November 12, 2026)
The Demand Letter Came. Stop Deleting Things: What an Illinois Business Should Do to Preserve Evidence (November 12, 2026)
Being Bought Out of Your Illinois Company? Why the "Fair Value" of Your Shares Is Higher Than the Offer (September 24, 2026)
Defending Consumer Class Actions in Illinois: The Cases Shaping 2026 and How Businesses Fight Back (September 21, 2026)
Sued for Tortious Interference After Hiring a Competitor's People? In Illinois, the Defense Starts With Your Right to Compete (September 21, 2026)
How the Illinois Freedom to Work Act Protects Employees From Non-Competes (September 21, 2026)
Thirty Days to Choose the Courthouse: Removal, Standing, and the Remand Fight in Illinois Class Actions (September 20, 2026)
The Business Was Not What They Promised: A Buyer's Fraud Remedies and a Seller's Defenses in an Illinois Sale (September 20, 2026)
Sued by a Customer Over a Used Car? What an Illinois Dealer Actually Has to Answer For (September 20, 2026)
Sued for Libel Over a Review or Post? Your Illinois Defenses, and Who Pays to Defend You (September 20, 2026)
The Judgment Is Not the Payday: Collecting in Illinois When the Debtor Has Already Moved the Money (September 20, 2026)
Lies That Cost You Business: How Illinois Businesses and Professionals Fight Back Against Defamation (September 20, 2026)
Business Divorce in Illinois: How 50/50 Owners Break a Deadlock and Force a Fair Buyout (July 28, 2026)
Sued in an Illinois Consumer Fraud Class Action? How Defendants Defeat Class Certification (July 28, 2026)
Business Partners at War in Illinois: What a Chicago Commercial Litigator Actually Does to Protect You (July 28, 2026)
Served With a Class Action in Illinois? The First Moves That Decide the Case (July 28, 2026)
Deadlocked With Your Co-Owner? How Illinois Resolves a 50/50 Business Divorce (June 17, 2026)
What Your Business Partner Owes You Under Illinois Law, and What Happens When He Breaks That Duty (June 17, 2026)
Illinois Minority Owners: How to Force a Company to Open Its Books (June 17, 2026)
When the Wrong Done to Your Company Is Yours to Fix: Illinois Derivative Lawsuits Explained (June 17, 2026)
Frozen Out of Your Illinois LLC? What the LLC Act Lets a Minority Member Do (June 17, 2026)

Illinois Now Regulates AI in Hiring: What Employers Must Do Under the Amended Human Rights Act (June 17, 2026)
Accused of Freezing Out a Minority Owner? How Illinois Law Defends the Majority in a Shareholder Oppression Case (June 17, 2026)
Sued Under BIPA? After the 2024 Amendment, the Demand Letter's Damages Math No Longer Adds Up (June 17, 2026)
Served With a Defamation Cease-and-Desist? Why Illinois Law and the First Amendment Often Protect What You Said (June 17, 2026)

PROFESSIONAL EXPERIENCE

Prior results do not guarantee or predict a similar outcome in any future matter. Every case turns on its own facts and on the law that governs it, and the matters described below are offered as a record of experience rather than as a promise of any result. Where a case resolved on confidential terms, it is described here in general terms for that reason.

Commercial Litigation

Bell v. STA Enterprises, Inc., Circuit Court of Kane County, 2018-2019. Judge Susan Boles. Defended corporation and CEO of a roofing company for an alleged new roof installation that was allegedly defective. The case settled on very favorable terms. Opposing Counsel: Jean Francissen (Dickson, Francissen & Bartz, LLP).

Berg v. Nexus Risk Management, United States District Court for the Northern District of Illinois, 2015-2017. Judge Charles P. Kocoras. Defended one of Canada's largest investment fund companies against claims of alleged copyright infringement and trade secret misappropriation in connection with the development of risk management software. Won summary judgment for client and succeeded in having plaintiff's expert rejected by court and expert report stricken. Opposing Counsel: Michael Childress (Childress Loucks & Plunkett).

Berna v. John Doe Taxi Company, Circuit Court of DuPage County, 2023-2024. Judge Angelo Kappas. Represented Individual with Taxi Medallions and alleged breach of contract against the Dispatcher and their alleged non-payment of monies due to the individual. Case settled on very favorable confidential terms. Opposing Counsel: Steven Bonanno (Hinshaw & Culbertson LLP).

Bouie v. Gravity Charger LLC et al., United States District Court for the Northern District of Illinois, 2025-2026. Judge Matthew F. Kennelly. Defended a Michigan car dealership in a six-count lawsuit alleging violation of Magnuson-Moss Warranty Act among other allegations. Vehicle dealership filed a motion to dismiss that was opposed by the Plaintiff and the Judge sided with the car dealer granting its motion to dismiss, disposing of the lawsuit.

Breeze Medical, LLC v. Usman, Circuit Court of Cook County, 2026. Judge Jerry A. Esrig. Defended a podiatry practice and its physician owner in a breach of contract action brought by a medical products supplier seeking more than $100,000 for products allegedly sold and delivered. Moved to dismiss the amended complaint on a forum selection clause in the contract documents attached to the supplier's own complaint and on the pleading of the alternative count against the practice. The litigation was resolved and the case was dismissed with prejudice. Opposing Counsel: Graham M. Liccardi (Teller, Levit & Silvertrust, LLC).

Cessac v. Cappetta, Circuit Court of Cook County, 2024-2025. Judge Daniel Kubasiak. Defended the individual who was the Executor of an Estate who was sued by an individual who allegedly purchased a home from the decedent's Estate and brought allegations of: 1. Common Law Fraud; and 2. Breach of Contract. Filed a motion to dismiss which was granted and dismissed all the Plaintiff's claims with prejudice. Co-Defendant's Counsel: William B. Oberts (Oberts Galasso Law Group).

Cessac v. The Estate of John Bonomo, Circuit Court of Cook County, 2024. Judge Patrick Murphy. Defended the Estate and its Executor against an individual who allegedly purchased a home from the Decedent's Estate and brought allegations of: 1. Common Law Fraud; 2. Breach of Contract; and 3. Common Law Failure to Disclose. Filed a motion to dismiss causing the Judge to dismiss all the claims against the Estate and its Executor with prejudice.

ConsultADD, Inc v. John Doe Corporation, American Arbitration Association, 2018. Defended the corporation who had a sub-contractor agreement with a corporation who provided an IT employee for an open position with another corporation. The employee abruptly quit the job and it resulted in the corporation not being paid for the alleged work the employee did. The case settled on very favorable terms for the client. Opposing Counsel: Patrick Papalia (Archer & Greiner, P.C.).

ConsultADD, Inc v. John Doe Corporation, Circuit Court of Cook County, 2018. Drafted a demand letter for breach of contract to John Doe Corporation. The case settled on very favorable terms for the client before the filing of the lawsuit. Opposing Counsel: Cathe R. Evans Williams (The Evans Williams Law Group, LLC).

Converged Communication Systems, LLC v. Gelski, Circuit Court of Cook County, 2017-2018. Judge Thaddeus Machnik. Represented Corporation who accidentally paid a former employee for over a year after his employment was terminated. Won the case on summary judgment for the client. Opposing Counsel: Benjamin A. Weinberg.

Dockside Marine, Inc. v. John Doe Franchisor, American Arbitration Association, 2024. Represented owner of pontoon boat, snowmobile, and ATV franchise that had its franchise terminated by the manufacturer. The manufacturer allegedly refused to repurchase the unsold inventory after terminating the franchise. The case settled on very favorable terms for the client. Opposing Counsel: Brandon Prosansky (Barrack Ferrazzano Kirschbaum & Nagelberg LLP).

Executive Financial Enterprises Inc. v. Webmart247 LLC, Circuit Court of DuPage County, 2024. Judge Kenneth Popejoy. Represented corporation and third-party citation respondent for alleged debt owed for alleged shipping services. Case settled on very favorable terms for the clients. Opposing Counsel: David Mauer and Ari Madoff (Mauer & Madoff LLC).

First State Bank of Mendota v. Hagos, Circuit Court of McLean County, 2019. Judge Paul Lawrence. Defended potential purchaser of a parcel of land for a possible Dunkin Donuts that was determined to not be feasible by the Franchisor. Case settled on very favorable terms after filing of a 2-615 Motion to Dismiss. Opposing Counsel: Jack C. Vieley.

Janas v. Olson, Circuit Court of Cook County, 2025-2026. Judge Stephen Swedlow. Defended a fifty percent shareholder, officer, and director of a closely held mechanical and plumbing corporation against individual and shareholder derivative claims for breach of fiduciary duty and unjust enrichment that alleged he wound down and dissolved the company and retained its remaining assets without distributing the other shareholder's share. Filed a Section 2-615 Motion to Dismiss that the Court granted, and secured a dismissal of the Plaintiff's Complaint with prejudice that permanently barred both parties from any future claims relating to the company, with each party bearing its own fees and costs. Opposing Counsel: Shawn H. Heffernan (Heffernan & Hickey Law).

John Doe Building Supplier v. ProCare Solutions, Circuit Court of Kane County, 2025. Judge Elizabeth Flood. Defended construction contractor who allegedly purchased faulty windows and doors from the supplier for a construction project. Case settled on very favorable terms after filing a combined 2-619.1 Motion to Dismiss. Opposing Counsel: Mark Schuster (Bazos, Freeman, Schuster, Reinke & Pope LLC).

John Doe Receiver v. John Doe Private School Corporation, Circuit Court of Cook County, 2026. Judge Thomas A. Morrissey. Defended private school foreign multi-billion-dollar parent entity and its local subsidiary entity against a breach of contract judgment for alleged non-payment of rent that ended up in foreclosure and was pursued by a receivership. Negotiated a large savings settlement to protect other local and foreign assets for partial acquisition to a third party. Opposing Counsel: Matthew Hendricksen (Plunkett Cooney).

Lakhani v. American Powder Coatings, Inc., Circuit Court of Cook County, 2017-2018. Judge James Murphy. Represented one-third owner of a closely held corporation. It was alleged that the majority owners improperly held assets, received excessive compensation, and refused to make distributions to the shareholders. The case settled on very favorable terms for the client. Opposing Counsel: John McGuirk (Hoscheit, McGuirk, McCracken & Cuscaden, P.C.); Michael Trucco (Stamos & Trucco LLP).

Leone's Grain and Supply v. John Doe Franchisor, American Arbitration Association, 2017. Represented owner of snowmobile and ATV franchise that had its franchise terminated by the manufacturer. The manufacturer allegedly refused to repurchase the unsold inventory after terminating the franchise. The case settled on very favorable terms for the client. Opposing Counsel: Brandon Prosansky (Barrack Ferrazzano Kirschbaum & Nagelberg LLP).

Loves Park Motorsports, Inc. v. John Doe Franchisor, American Arbitration Association, 2024. Represented owner of pontoon boat, snowmobile, and ATV franchise that had its franchise terminated by the manufacturer. The manufacturer allegedly refused to repurchase the unsold inventory after terminating the franchise. The case settled on very favorable terms for the client. Opposing Counsel: Brandon Prosansky (Barrack Ferrazzano Kirschbaum & Nagelberg LLP).

Marino v. Hampole et al., Circuit Court of Cook County, 2025. Judge Sophia Hall. Represented a defendant-corporation that was acting as a general contractor who allegedly removed shrubbery and trees near an unknown disputed property line where the Plaintiffs-homeowners alleged adverse possession even though allegedly the town surveyed the land prior to issuing a construction permit for the project. The case settled on very favorable terms for the client.

Opposing Counsel: Aaron Stanton (Burke, Warren, MacKay & Serritella, P.C.).

Minimally Invasive Therapy Specialists, P.C. v. Health and Home Management, Inc., American Arbitration Association, 2017-2018. Represented corporation that provides diagnostic and medical professional services to nursing homes. Respondent refused to pay the invoices for the medical services that were provided to the nursing home patients. Achieved a six-figure consent order in favor of the client. Opposing Counsel: Brian Stines (Vanek, Larson & Kolb, LLC).

New Nation Anointed Ministries v. Cox, Circuit Court of Cook County, 2019-2021. Judge Daniel Kubasiak. Defended non-profit church entity and its board from an alleged hostile takeover and resulting litigation from one of its ministers. The case settled on very favorable terms for the clients. Opposing Counsel: Amos Smith (Smith Law Firm).

Palmer v. Lowe's Companies, Inc., American Arbitration Association, 2019-2020. Represented homeowners who contracted with a large corporation to remodel their kitchen. The kitchen remodel allegedly was never complete nor was it to the letter of the plans for the remodel. The case settled on very favorable terms for the clients. Opposing Counsel: Daniel Cetina (Lewis Brisbois).

Siddiqui v. Crestview Builders, Inc., Circuit Court of DuPage County, 2017-2019, Judge Bonnie Wheaton. Represented homeowners of a newly constructed home that allegedly was not built to specifications per the agreement and allegedly had numerous flaws throughout the entirety of the newly built home. The case settled on very favorable terms for the clients. Opposing Counsel: Charles Corrigan (Dommermuth, Cobine, West, Gensler, Philipchuck, Corrigan & Bernhard Ltd.).

Super Legit, LLC v. Pullman Porter LLC, United States District Court for the Northern District of Illinois, 2019-2020. Judge Robert Gettleman. Represented corporation and managing member in copyright infringement, defamation, and breach of contract against former promotional company after an event that allegedly did not happen as anticipated. Received a default judgment against the Defendants for an injunction, costs, and fees.

Taylor v. Priority Truck Center, Inc., Circuit Court of Kane County, 2024, Judge Elizabeth Flood. Represented individual in replevin, detinue, trespass to personal property, breach of contract, and quantum meruit against tow truck company for alleged faulty repairs to client's vehicle and then alleged improperly keeping possession of the vehicle. Received a default judgment against the Defendant for damages, cost, and fees.

Weil v. Fuller, Circuit Court of DuPage County, 2017-2018. Judge Kenneth Popejoy. Defended the individuals of a dissolved corporation in an alleged failed deal for a new restaurant venture with its alleged former business associate. The case settled on favorable terms for the clients. Opposing Counsel: Ted Donner (Donner & Company Law Offices, LLC).

Transactional Matters

Mergers, Acquisitions, and Business Sales

Buyer-Side Acquisition of a Franchised Automobile Dealership and Its Real Estate, Illinois, 2026. Represented the acquisition entity in the proposed purchase of an authorized franchised automobile dealership together with the two commercial parcels the store occupies. Negotiated the letter of intent through execution, then drafted and negotiated the asset purchase agreement and a companion real estate purchase and sale agreement across successive rounds of counter-redlines with the seller's counsel. The work reached manufacturer approval and franchise assignment conditions, earnest money and escrow release mechanics, the due diligence period and outside date structure, and the title commitments, the recorded declaration governing the commercial development, and the blanket mortgage encumbering both parcels.

Post-Closing Review of a Cross-Border Asset Sale and Trademark License, 2026. Represented joint clients, a German manufacturer and its Illinois subsidiary, in a review of the asset purchase agreement, trademark license agreement, and assignment and assumption agreement by which they had sold a business line to a third party. Identified the grounds for termination and the remedies available, among them an uncapped and perpetual one-way indemnity running only against the sellers, a no consents representation contradicted elsewhere in the same agreement, a non-compete that expired by its own terms but was perpetuated through the license, and an arbitration clause that conflicts with an exclusive jurisdiction clause. Delivered a written assessment of each remedy and of the risk of pursuing.

Seller Financed Membership Interest Buyout of a Recreational Boat Club Franchise, Michigan, 2026. Represented a client acquiring the majority membership interest in a Michigan limited liability company operating a boat club franchise across nine locations. Reviewed the sixty-nine page closing packet from the original sale of the business, established the nonpayment defaults under the seller financed purchase money note, and prepared the notice of default and acceleration together with the Article 9 pledge enforcement path by which the defaulting member's interest could be reached.

Seller-Side Sale of a Twin Engine Turboprop Business Aircraft, 2025. Represented the seller, an investment affiliate of a specialty automobile retailer, in the sale and FAA registered transfer of a twin engine turboprop business aircraft to an out-of-state purchaser. Drafted and negotiated the purchase and sale agreement across successive redline rounds through the execution version and drafted the reciprocal seller and purchaser default provisions the parties adopted. The work reached the closing deliverables held by an aircraft title escrow agent, the FAA bill of sale and warranty bill of sale and the lien releases that delivered clear title, registration and discharge on the International Registry under the Cape Town Convention, a post-closing inspection window backed by an escrow holdback for airworthiness discrepancies and by a repurchase obligation on material damage or material corrosion, an as-is disclaimer that preserved the warranty of title, and the allocation of movement costs and transfer taxes. The transaction closed before the FAA Civil Aviation Registry closed for the year.

Separation of Sibling Owners of a Quick Service Restaurant Franchise, 2026. Represented one of two sibling owners in the complete separation of a quick service restaurant franchise, structured as an asset purchase and separation agreement with the threat of suit held in reserve as negotiation leverage rather than filed. Drafted the purchase and separation agreement, the franchisor consent and the assignment and assumption instruments, the release of a spousal lease guaranty, and the shareholder and director written consents and stock assignments that documented the ownership change for the franchisor under 805 ILCS 5/7.10 and 805 ILCS 5/8.45. The transaction was fully executed and closed on the outside date, without resort to the automatic extension the agreement provided.

Commercial Real Estate and Leasing

Commercial Triple Net Lease Within an SBA 7(a) Eligible Passive Company Structure, 2026. Represented the sole owner of both entities in the lease of a newly purchased building from her real estate holding company to her operating veterinary practice, a structure the SBA requires, and the loan documents govern. Drafted a twenty-five year triple net lease built to satisfy both, including a debt service floor measured against the lender's total monthly payment with escrows, a cap holding aggregate rent to the ceiling an Eligible Passive Company may recover under 13 C.F.R. § 120.111 and converting any excess into a refund or a rent credit, lender assignment of rents protections, tax escrow coordination so the tenant does not pay taxes twice, and an environmental provision reaching potentially infectious medical waste and controlled substance registrations. The client signed the lease and the engagement closed.

Eleven-Year Single Tenant Lease of a Building for a Therapeutic Day School, 2026. Represented the tenant, a private therapeutic day school, in the lease of an entire building of roughly twelve thousand square feet for an eleven-year term with two renewal options. Negotiated the landlord's buildout obligations and the scope of work that controls over the budget figure, a commencement floor keyed to the school calendar, contingencies on the special use permit and the parking approvals with recovery of the deposit, the allocation of roof, foundation, exterior, and mechanical responsibility, and both the length of the principal's personal guaranty and the assignment consent that releases it. The lease was fully executed by both parties.

Seller-Side Sale of an Automobile Dealer's Real Estate, Michigan, 2026. Represented the seller, an automobile dealer, in the sale of its dealership real estate. Drafted the letter of intent and the purchase and sale agreement, negotiated the agreement through successive counter-redlines with the buyer's counsel, and carried the transaction through the assignment to the buyer's acquisition entity, title and survey review, a tax holdback, and the payoff of the seller's SBA loan. The transaction closed.

Corporate Governance, Finance, and Restructuring

Corporate Practice of Medicine Restructuring of a Behavioral Health Platform, 2026. Represented the licensed clinical owner of the professional corporations in the restructuring of a behavioral health provider into a management services organization and professional corporation structure ahead of an anticipated sale. Reviewed and comprehensively redlined the five agreement management suite prepared by the acquirer's national counsel, consisting of the

business services agreement, the continuity and succession agreement, the credit and security agreement, the indemnification agreement, and the trademark license agreement. Negotiated for a licensure consent right drawn broadly enough to reach anything touching the license, removal as owner of the professional corporations only for cause, indemnification and malpractice, directors and officers, and entity coverage naming the clinical owner and the professional corporations, and consent rights at the ownership level over a sale, over new equity or debt, and over any change to the management fee or the management agreement.

Corporate Records Review and Exit Strategy for a Fifty Percent Shareholder of a Closely Held Corporation, 2026. Represented one of two equal shareholders of a closely held Illinois S corporation in a review of the full corporate minute book and in mapping her options for leaving a deadlocked company. Established that the governing documents carried no voluntary exit at all, the only buyout trigger being death or an adjudication of disability; that the two-shareholder, two-director structure left no tiebreaker, so neither owner could move the board or the shareholders without the other; and that the resulting paralysis is itself the statutory gateway to a court-ordered buyout, the appointment of a custodian, or dissolution under 805 ILCS 5/12.56, 5/12.55, and 5/12.50. Delivered the analysis as a working strategy document for the negotiation ahead.

Employment and Compliance Documents for a Multi-Location Physician Practice, 2026. Represented a multi-location Illinois physician practice in building its workforce documents as one integrated set. Prepared position descriptions for four staff positions and a code of conduct with its drug and alcohol testing provisions. Then drafted seven employment documents to match them: a confidentiality, work product, and acknowledgment agreement for each staff position, a non-solicitation agreement for the practice manager, and a provider employment agreement with a companion notice of restrictive covenants built to the notice and review requirements of the Illinois Freedom to Work Act, 820 ILCS 90/1 et seq. The staff agreements bar no one from working elsewhere, and the set was delivered to the practice for adoption.

Independent Contractor and Profit Share Agreements for an Automobile Retailer, 2026. Drafted two independent contractor and profit share agreements for an automobile retailer, one compensating an individual producer on a percentage of monthly gross profit and the other compensating a corporate producer on a smaller percentage together with a fixed amount for each unit sold, each carrying a onetime deferral of payment and termination at will by the retailer.

Redemption of a Deceased Member's Fifty Percent Interest in a Real Estate Holding Company, 2026. Represented the estate of a deceased fifty percent member of a limited liability company whose only asset was an oceanfront condominium unit, in the redemption of the estate's interest by the company. Negotiated the agreement against opposing counsel's draft over eleven versions, narrowing an overbroad release, waiver, and exclusive remedy package, fixing a closing date definition that would have left the price floating, and resolving the division of the company operating account down to the dollar. The agreement was fully executed, the redemption price was paid, and the funds were collected.

Secured Business Loan Funding a Dealership Acquisition Vehicle, 2026. Drafted the business loan agreement under which an outside lender funded a client's acquisition entity,

secured by a pledged minority membership interest in the dealership being acquired that releases automatically on repayment in full and on which the lender may realize as a secured party under the Illinois Uniform Commercial Code on nonpayment. Time is of the essence and the repayment date runs from the effective date of the last signature.

Class Action Litigation

Ademoye v. Austin Highland Development Company, Inc., Circuit Court of DuPage County, 2016-2018. Judge Kenneth Popejoy. Represented class in action alleging violation of the Illinois Security Deposit Return Act in connection with deductions to security deposit made by management company. After defeating motions to dismiss and for summary judgment, successfully obtained certification of settlement class for full refund of allegedly improper security deposit deductions. Opposing Counsel: Reese J. Peck (Rathje & Woodward, LLC).

Cinta v. Life Alert Emergency Response, Inc., Circuit Court of DuPage County, 2019. Judge David Schwartz. Represented class in action alleging violation of the Automatic Contract Renewal Act and the Consumer Fraud Act in connection with automatically renewing service contracts for emergency response services. Case settled on favorable terms and on an individual basis. Opposing Counsel: Arthur F. Radke (Manatt, Phelps & Phillips, LLP).

George v. Mercedes-Benz USA, Circuit Court of Kane County, 2017-2019. Judge Susan Clancy Boles. Represented class in action alleging that certain Smart car vehicles' gas gauges do not work properly and do not represent the actual amount of gasoline in the fuel tank. The case settled on favorable terms and on an individual basis. Opposing Counsel: Garrett Boehm, Brian Langs (Johnson & Bell LTD).

Liewald v. Country Financial Insurance, Circuit Court of DuPage County, 2016-2019. Judge Kenneth Popejoy. Represented class in action alleging breach of contract and consumer fraud in connection with medical expense benefits that the insurance company allegedly failed to pay on behalf of the class. The case settled on favorable terms and on an individual basis. Opposing Counsel: David Lubben, Paul Burmeister (Davis & Campbell, LLC); William Kelly III, Chanda Feldkamp (Kelly & Walker, LLC).

Yarbrough v. DuPage County Clerk, Circuit Court of DuPage County, 2017-2018. Judge Brian McKillip. Represented class in an action alleging the DuPage County Clerk improperly charged and collected filing fees for certain pleadings that it is not authorized to charge under Illinois law. After defeating a motion to dismiss, successfully obtained certification of a settlement class for a full refund of the allegedly improperly charged fees. Opposing Counsel: Gregory Vaci (DuPage County Assistant States Attorney).

Class Action Defense

Music v. Beta Electric, Circuit Court of Cook County, 2014-2016. Judge Patrick Sherlock. Represented defendant company and its owner against putative class action. Defeated class

action by successfully picking-off putative representative. Case settled on an individual basis. Opposing Counsel: Ernest T. Rossiello (Ernest T. Rossiello & Associates).

Stingley v. Laci Transport Inc., United States District Court for the Northern District of Illinois, 2018-2019. Judge Sara Ellis. Represented defendant company and CEO against putative class action regarding state and federal wage claims. Case settled on favorable terms. Opposing Counsel: John Billhorn (Billhorn Law Firm).

Family Law

In Re Marriage of Buell, Circuit Court of DuPage County, 2018-2019, Judge Linda Davenport. Represented client in petition for rule to show cause against former wife to comply with the Court's order with respect to care for their child that has special needs. Case settled on very favorable terms. Opposing counsel: Deborah Carder (Carder Law Firm P.C.).

In Re Marriage of Fermon, Circuit Court of Kane County, 2018. Judge Joseph Grady. Represented father in defense of a Petition for Contribution of Post-Secondary Educational Expenses under 750 ILCS § 5/513. Case settled on very favorable terms. Opposing Counsel: Robin Zandri (Goosetree Law Group, P.C.).

In Re Marriage of Maze, Circuit Court of Lake County, 2018-2019. Judge Joseph Salvi. Limited scope representation of client in an emergency motion for the sale of her corporations. Opposing Counsel: Joseph McKeown (McKeown Law, P.C.).

In Re Marriage of Ward, Circuit Court of Will County, 2018-2019. Judge Dinah L. Archambeault. Represented the father in defense of a Petition for Contribution of Post-Secondary Educational Expenses under 750 ILCS § 5/513. Case settled on very favorable terms. Opposing Counsel: Jennifer Wood (Wood Law, P.C.).

Yakich v. Aulds, Circuit Court of DuPage County, 2015-2018. Judge Thomas A. Else. Represented the biological father of adult child who did not marry the mother. Mother of adult child brought an action for the biological father to contribute to the college expenses. Court first ordered that the Father was required to pay for the adult child's college expenses under 750 ILCS § 5/513. The Court then decided that Section 513 is unconstitutional as it violates the Equal Protection Clause of the United States Constitution because it treats children of married and unmarried parents different. Opposing Counsel: William J. Arendt (William J. Arendt & Associates, P.C.).

Yakich v. Aulds, Illinois Supreme Court, 2018-2019. Represented the biological father of adult child who did not marry the mother. Defended the father that 750 ILCS § 5/513 is unconstitutional as it violates the Equal Protection Clause of the United States Constitution because it treats children of married and unmarried parents different. Opposing Counsel: Todd Scalzo (Mirabella Kincaid Frederick & Mirabella, LLC); Michael Scalzo (Scalzo Law Offices).

In Re Marriage of Zejer, Circuit Court of Lake County, 2018-2020. Judge Raymond Collins. Represented third-party who alleged her constitutional rights were violated by an overreaching and harassing subpoena. The court granted a motion to quash and a motion for protective order

in favor of the client. Opposing Counsel: Michael Weiman (Weiman Silberman, LLC).

Non-compete Agreements and Trade Secret

Paul Joseph Salon & Spa Inc. v. Yeske, Circuit Court of DuPage County, 2017. Judge Robert Rohm. Represented Salon that an employee departed from and started a competing business with the Salon's clients in violation of a non-compete agreement. Granted a Temporary Restraining Order by the Circuit Court and won the appeal of the Order in the Appellate Court. Then, successfully achieved a permanent injunction against the former employee. Opposing Counsel: James R. Griffin (Schain Banks Kenny & Schwartz, Ltd.).

John Doe Corporation v. Jane Doe Departing Senior Employee, 2026. Represented a Chicago mergers and acquisitions advisory firm after a senior employee resigned to join a competitor. Issued a cease and desist letter under the confidentiality, return of property, and non-solicitation covenants of her non-disclosure agreement and obtained substantial compliance by the extended deadline without filing suit. The former employee identified her new employer, acknowledged her surviving obligations in writing, certified that she had neither exported nor shared the firm's contacts database and had solicited no one before departing, identified each third party she had notified of her departure, returned the firm laptop and its credentials, and executed the acknowledgment the agreement required. The client's final wage obligation was paid in full and on time, foreclosing any claim under the Illinois Wage Payment and Collection Act, 820 ILCS 115/1 et seq. The matter closed to a monitored standby running to the expiration of the twenty-four month restriction period, fully avoiding litigation with a quicker result.

Defamation and First Amendment

Bradlow v. Child Trends, Inc., Circuit Court of Cook County, 2024. Judge Michael Barrett. Represented corporation in alleged defamation lawsuit against it and their employee. Filed motion to dismiss, sparking Judge to dismiss entire lawsuit for plaintiff's want of prosecution.

Candice Doe v. John Doe, Circuit Court of DuPage County, 2025-2026. Judge Jennifer Barron. Represented individual who was allegedly relentlessly smeared by another individual across multiple social media platforms including Reddit, X, and Facebook. Defendant removed all the alleged defamatory posts and compensated the Plaintiff for his alleged defamatory statements. Case settled on very favorable confidential terms. Opposing Counsel: John W. Gilligan, III (Schwartz Gilligan, LTD.).

Caputi v. Davis, Circuit Court of Cook County, 2024-2025. Judge Maureen O. Hannon. Represented Defendant who is a teacher at a prominent Chicago high school. Client was accused of making alleged defamatory remarks. Through motion to dismiss had multiple plaintiffs dismissed with prejudice and multiple claims dismissed with prejudice, which ultimately led to the remaining Plaintiffs dismissing their entire lawsuit. The plaintiffs later refiled, and that action is pending. Opposing Counsel: Kyle Serilla (Mudd Law).

Erin Doe v. Jane Doe, Circuit Court of Cook County, 2025. Judge Michael T. Mullen. Represented individual who was allegedly relentlessly smeared by another individual across

various social media platforms including X and Facebook. Defendant removed all the alleged defamatory posts and retracted all her alleged defamatory statements. Case settled on very favorable confidential terms.

James Doe v. Jane Doe. 2024. Drafted cease and desist take down letter to individual who posted a defamatory social media posting along with defamatory comments on the posting. Jane Doe agreed to delete the defamatory postings and confidentially apologized for her remarks. Opposing Counsel: Vincent Indeglia (Indeglia & Associates).

James Doe v. John Doe Organization. 2024. Drafted cease and desist letter to professional organization on behalf of James Doe in connection with a grievance investigation and hearing. After multiple letters with the John Doe Organization the board of the professional organization decided to take no action against James Doe and granted him his full rights and clearance to proceed with the professional organization. Opposing Counsel: Patricia Hines Esq.

Michael Doe v. John Doe. 2024. Drafted cease and desist take down letter to individual who allegedly made multiple social media postings and comments to third parties that defamed client who is in the fitness industry. John Doe removed all his defamatory posts and comments, deleted his social media accounts, and sent an apology to client.

Scott Doe v. Matt Doe, Circuit Court of Kane County, 2026. Judge Todd Tarter. Represented Defendant who is a college student. Client was accused of making alleged defamatory remarks in an online forum. Through motions to dismiss had multiple claims dismissed, which ultimately led to the Plaintiff settling on very favorable confidential terms for the Defendant.

William Doe v. John Doe Aggregate News Company. 2025. Drafted cease and desist take down letter to remove multiple defamatory postings. The owner of the website removed the defamatory articles from the website.

William Doe v. John Doe Blog Company. 2024. Drafted cease and desist take down letter to remove multiple defamatory blog posts. The owner of the blog removed the articles and sent an apology letter.

William Doe v. John Doe Major News Corporation. 2024-2025. Drafted cease and desist take down letter to remove defamatory news article. Major News Corporation agreed to remove client's name from the article and delist the article from search engines. Opposing Counsel: David Korzenik (Miller Korzenik Sommers Rayman LLP).

Consumer Fraud Litigation

Aldis v. John Doe Car Dealership, Better Business Bureau of Chicago, 2018. Clients purchased a Lexus which, unbeknownst to them, allegedly had severe water damage. Case settled on confidential favorable terms. Opposing Counsel: James Stark.

Artter Company, Inc. v. John Doe Car Manufacturer, 2024. Drafted a demand letter for breach of warranty to John Doe Car Manufacturer. The case settled on very favorable terms for the client before the filing of the lawsuit. Opposing Counsel: Miller, Canfield, Paddock and Stone,

PLC.

Bech v. John Doe Car Dealership, American Arbitration Association, 2025. Client purchased a "new" Ford F150. The vehicle allegedly was in an accident while in the possession of the dealer, with inadequate repairs, allegedly leaving the vehicle out of alignment and unsafe to drive. Case settled on very favorable confidential terms. Opposing counsel: David Birmingham (Lipe Lyons Murphy Nahrstadt & Pontikis, Ltd.).

Bryant v. Black Dog Speed Shop, Inc., American Arbitration Association, 2025. Tried case with co-counsel to verdict in connection with the client's purchase of a 2003 Porsche 911 Carrera. Arbitrator found in favor of our client awarding damages, aggravation and inconvenience damages, costs, and six figures of attorney's fees. Opposing Counsel: John Lipinski (Clingen Callow & McLean, LLC).

Carocci v. John Doe Car Manufacturer, Circuit Court of Cook County, 2019. Drafted a demand letter for a breach of warranty claim to John Doe Car Manufacturer. The case settled on very favorable terms for the client before the filing of the lawsuit. Opposing Counsel: Miller, Canfield, Paddock and Stone, PLC.

David Doe v. John Doe Car Dealership, 2026. Defended a Michigan car dealership against a customer's pre-suit demand over the brakes on a used vehicle sold as is with all faults. Resolved before any suit was filed, on a nominal payment and mutual general releases expressly enumerating the Michigan Consumer Protection Act, the Michigan Motor Vehicle Service and Repair Act, Magnuson-Moss, the Truth in Lending Act, and the Equal Credit Opportunity Act, with the bill of sale, the retail installment contract, and the service contract left in force and no admission of liability.

Dwyer v. Ownershield, Inc., American Arbitration Association, 2018. The client purchased a used BMW and a vehicle service agreement. The BMW had total engine failure, so she filed a claim for the engine to be fixed. The service agreement provider denied the claim alleging the engine is not covered by the agreement. The case was settled on very favorable terms. Opposing Counsel: Brian Bedinghaus (Roetzel & Andress LPA).

Filger v. Denic, United States District Court for the Northern District of Illinois, 2023. Judge Sara Ellis. Client paid vintage vehicle shop to rebuild a Chevelle, allegedly after tendering the monies to the vehicle shop the Chevelle was allegedly never worked on. Case settled on very favorable terms.

Forcier v. John Doe Car Dealership, Circuit Court of DuPage County, 2024. Judge Angelo Kappas. Represented purchaser of a classic car that allegedly had a rusted frame, was dangerous to drive, and has mechanical, structural, and fit and finish flaws. Case settled on very favorable confidential terms. Opposing Counsel: Richard J. Miller (The Miller Law Firm P.C.).

Freeman v. Infiniti of Clarendon Hills, Inc., American Arbitration Association, 2018-2020. Client purchased a certified pre-owned high-end Infiniti and made her purchase without seeing the vehicle in-person. The vehicle allegedly was a rebuilt wreck with frame damage among other mechanical flaws. Case settled on favorable terms. Opposing counsel: Mark Scarlato (Fornaro

Law).

Gallego v. John Doe Car Manufacturer, American Arbitration Association, 2018. The client leased a new Ford Focus and purchased a vehicle service agreement. The Focus allegedly had an unrepairable transmission shudder and other manufacturer defects that could not be repaired. Case settled on favorable terms. Opposing counsel: Edward Fu (Donohue, Brown, Mathewson & Smyth, LLC).

Graham v. John Doe Car Dealership, American Arbitration Association, 2024. Represented buyer in arbitration against dealership alleging that the dealer improperly sold a used car as a new car and as a result the vehicle had the manufacturer's warranty voided. Case settled on very favorable terms. Opposing counsel: Mark J. McClenathan (Heyl, Royster, Volker & Allen, P.C.).

Hoover v. John Doe Car Dealership, American Arbitration Association, 2017. Represented buyers in arbitration against dealership alleging that dealer improperly sold a used car as a new car and the vehicle allegedly had frame damage. Case settled on favorable terms. Opposing counsel: Edward Fu (Donohue, Brown, Mathewson & Smyth, LLC).

Infinitech Auto Service LLC v. John Doe Car Manufacturer, 2024. Drafted a demand letter for an alleged breach of warranty claim to John Doe Car Manufacturer for a six-figure luxury vehicle. The manufacturer denied the client's claims repeatedly, but after receiving the demand letter the manufacturer approved a six figure "buy back". The case settled on very favorable terms for the client before the filing of a lawsuit. Opposing Counsel: Sedgwick Claims Management Services Ltd.

Ismaili v. Oswego Motors, 2023-2024. Represented buyer of a Mazda CX-5 that allegedly had mechanical and fit and finish issues. The parties settled the dispute prior to initiating litigation and on very favorable terms for the client. Opposing Counsel: Mark Lyman (Lyman Law Firm).

Jardack v. Cox Automotive, Inc., 2026. Represented the purchaser of a Mercedes-Maybach GLS that, unbeknownst to the client, allegedly had been laundered through a forged out of state certificate of title and resold at a national auto auction before reaching him. After law enforcement seized the vehicle as a recovered stolen vehicle, drafted and sent demand letters to the selling dealership and to the auction company asserting breach of the implied warranty of title and consumer fraud. Through the auction's title guarantee program, the client obtained a full refund of his purchase price through the chain of sellers and was made whole before the filing of a lawsuit. Opposing Counsel: Clarence Richard (Senior Corporate Counsel, Manheim/Cox).

Jones v. John Doe Car Dealership, Circuit Court of Cook County, 2019. Drafted a demand letter for alleged consumer fraud for a Tesla that allegedly had frame damage to John Doe Car Dealer. The case settled on very favorable terms for the client before the filing of the lawsuit.

Kennard v. John Doe Car Dealership, American Arbitration Association, 2017. Represented car buyer in arbitration alleging that a car dealer violated the Illinois Consumer Fraud Act in connection with the sale of a Mercedes-Benz with significant accident damage. Parties settled the dispute with buyer returning the vehicle and receiving the full purchase price back along with her attorney's fees and costs. Opposing Counsel: Antonio DeBlasio (DeBlasio Gower).

Lehman v. John Doe Car Dealership, American Arbitration Association, 2024-2025. Arbitrator Carol Coplan Babbitt. Represented car buyer of an Audi R8 that allegedly was in a frontal collision causing damage to the front bumper, headlight, and headlight assembly that allegedly was not disclosed to the client prior to his purchase of the vehicle. Case settled on very favorable terms for the client. Opposing Counsel: Christopher Dunsing (Langhenry, Gillen, Lundquist & Johnson, LLC).

Leprino v. John Doe Car Dealership, United States District Court for the Northern District of Illinois, 2024. Judge LaShonda A. Hunt. Represented car buyer of a 4Runner that allegedly was dangerous to drive and is a rebuilt wreck. Case settled on very favorable terms for the client. Opposing Counsel: T. Paul S. Chawla and Jeffrey M. Pelton (Oak Brook Legal P.C.).

Marrero v. Appel, Circuit Court of Cook County, 2018-2019. Judge Jeffrey Chrones. Represented defendant who sold a rare motorcycle that allegedly had repairs that were unbeknownst to the seller. Case settled on very favorable terms. Opposing Counsel: Arnold Landis (Law Offices of Arnold H. Landis).

Mazzaferro v. Foresti Auto Sales, Inc., Circuit Court of Cook County, 2019. Judge Jeffrey Chrones. Represented purchaser of a Mercedes-Benz that allegedly had the odometer rolled-back and had other undisclosed mechanical flaws. Default judgment awarded against the Defendants.

McMahon v. S & M Auto Brokers, Inc., United States District Court for the Northern District of Illinois, 2024-2025. Judge Virginia Kendall. Represented client who purchased a pick-up truck that had undisclosed structural damage and was a poorly rebuilt wreck. Court granted a default against Defendant and denied Defendant's motion to vacate the default judgment. The court entered a final judgment in favor of the client for all his rescission damages (plus interest), costs, and attorney's fees. Opposing Counsel: Raed Shalabi (Raed Shalabi Ltd.).

Ouellette v. John Doe Car Dealership, Circuit Court of DuPage County, 2025. Drafted a demand letter to John Doe Car Dealership for alleged consumer fraud in connection with the purchase of a Lamborghini that allegedly had various mechanical and fit and finish damages. The case settled on very favorable terms for the client before filing a lawsuit.

Pfeiffer v. White River Marine Group, LLC., Circuit Court of Cook County, 2025. Drafted a demand letter for an alleged Magnuson-Moss warranty violation for a speed boat that allegedly had the gelcoat paint bubbling. The manufacturer agreed to repair the boat at no cost to the clients, after refusing to cover the nearly identical warranty claim when the client made it prior to hiring counsel.

Purcell v. John Doe Car Dealership, American Arbitration Association, 2024. Represented purchaser of a classic car that allegedly had a rusted frame, was dangerous to drive, and has mechanical, structural, and fit and finish flaws. Case settled on very favorable confidential terms. Opposing Counsel: Richard J. Miller (The Miller Law Firm P.C.).

Rolnicki v. John Doe Solar Panel Company, American Arbitration Association, 2024-2025. Represented homeowners who allegedly contracted for the installation of solar panels to be

installed on the roof of their home but the alleged amount of solar panels was allegedly far under the required amount to cover the homeowners' electric bill and allegedly the true price of the solar panels was not disclosed at the time of the alleged purchase. Case settled on very favorable confidential terms. Opposing Counsel: J. Ryan Mitchell (Mitchell, Barlow & Mansfield, P.C.).

Schmidt v. John Doe Car Dealership, Circuit Court of Cook County, 2023-2026. Judge Alon Stein. Represented client who allegedly purchased a Cadillac XT6 Platinum that allegedly was in an undisclosed accident. Case settled on very favorable confidential terms. Opposing Counsel: Jordan Tank (Lipe Lyons Murphy Nahrstadt & Pontikis, Ltd.).

Seleskie v. John Doe Car Dealership, United States District Court for the Northern District of Illinois, 2024-2025. Judge Jeremy Daniel. Represented client who allegedly purchased a Honda Ridgeline that allegedly was misrepresented and concealed to be a dangerous rebuilt wreck with substandard repairs. Case settled on very favorable confidential terms. Opposing Counsel: Adam Goodman (Goodman, Tovrov, Hardy & Johnson LLC).

Shah v. John Doe Car Dealership, Circuit Court of Cook County, 2023-2024. Judge Anthony Swanagan. Represented client in alleged breach of contract against vehicle dealership following the sale of a Tesla to the dealership. Case settled on very favorable confidential terms. Opposing Counsel: Eric Check (The Law Offices of Eric H. Check).

Singh v. John Doe Car Dealership, American Arbitration Association, 2025-2026. Represented client who allegedly purchased a Lexus LX that allegedly was an undisclosed rebuilt wreck. Case settled on very favorable confidential terms. Opposing Counsel: Matthew Tibble (Pretzel & Stouffer).

Smith v. Infinitech Auto Service LLC, Circuit Court of DuPage County, 2024. Judge Thomas Else. Defended vehicle dealership in alleged breach of contract lawsuit stemming from an alleged vehicle purchase. Had the lawsuit dismissed for want of prosecution twice and the entire lawsuit was dismissed with prejudice.

Smith v. Infinitech Auto Service LLC, Circuit Court of DuPage County, 2025. Judge Thomas Else. Defended vehicle dealership in second filing of an alleged breach of contract lawsuit stemming from an alleged vehicle purchase. Moved for summary judgment on the pleadings for a *de minimis* amount which was granted and had the entire lawsuit dismissed with prejudice.

Spooner v. John Doe Corporation, Circuit Court of DuPage County, 2024. Judge David Schwartz. Client alleged that the like new vehicle that she purchased was an undisclosed rebuilt wreck and it was unsafe to drive. Case settled on confidential terms prior to the defendant corporation filing any pleadings. Opposing Counsel: Edward Rothschild.

Spyksma v. John Doe Corporation, United States District Court for the Central District of Illinois (transferred to Southern District of Illinois), 2023. Client purchased a new vehicle trailer but unbeknownst to him, the trailer allegedly had numerous structural issues and alleged failed welds. Case settled on very favorable confidential terms. Opposing Counsel: Matthew Champlin (Hepler Broom LLC).

Torres v. MGM Classic Cars, LLC, Circuit Court of DuPage County, 2025-2026. Judge Louis Aranda. Client purchased a 1965 Buick Riviera which, unbeknownst to him allegedly had undisclosed damage and was not allegedly in the condition that the Riviera was allegedly represented to be in at the time of sale. Case settled on very favorable confidential terms. Opposing Counsel: Richard J. Miller (The Miller Law Firm P.C.).

Twyman v. S & M Auto Brokers, Inc., United States District Court for the Northern District of Illinois, 2016-2018. Judge Virginia Kendall. Represented client who purchased a luxury vehicle that allegedly had undisclosed structural damage and allegedly was a rebuilt wreck. Case settled on confidential terms. Opposing Counsel: Joel Brodsky (Law Office of Joel A. Brodsky).

Zeglen v. John Doe Car Dealership, Better Business Bureau of Chicago, 2017-2018. Client purchased a Maserati which, unbeknownst to him allegedly was a rebuilt wreck purchased at auction. Case settled on confidential terms. Opposing Counsel: Mark Lyman, Steve Varhola, Jason Christopoulos (The Lyman Law Firm).