

UNITED STATES DISTRICT COURT FOR THE
NORTHERN DISTRICT OF ILLINOIS
EASTERN DIVISION

DOCTOR’S DATA, INC., a Nevada corporation,)	
)	
Plaintiff,)	
)	Case No
vs.)	
)	
KAZUKO CURTIN,)	
)	
Defendant.)	

COMPLAINT FOR ENFORCEMENT OF PERSONAL GUARANTY

Plaintiff, DOCTOR’S DATA, INC., by and through its attorney, Timothy J. Riordan of Defrees & Fiske, LLC, in support of its Complaint against the Defendant, KAZUKO CURTIN, states as follows:

PARTIES

1. Doctor’s Data, Inc. is a corporation organized and existing under the laws of the State of Nevada. It is registered to do business in the State of Illinois, with its principal place of business at 3755 Illinois Avenue, St. Charles, Illinois 60174.
2. Kazuko Curtin is a Texas resident residing at 2638 Creeks Edge Parkway, Austin, Texas 78733.

VENUE

3. Venue is proper for this action in the United States District Court for the Northern District of Illinois, Eastern Division, pursuant to 28 U.S.C.A. §1391 (a) because this action is based upon diversity of citizenship and is brought in the judicial district where a substantial part of the events giving rise to the claim occurred.

JURISDICTION

4. The United States District Court for the Northern District of Illinois, Eastern Division, has original jurisdiction of this civil action pursuant to 28 U.S.C.A. §1332 because the matter in controversy exceeds the sum of \$75,000.00, exclusive of interest and costs, and is between citizens of different states.

ENFORCEMENT OF PERSONAL GUARANTY

5. On or about November 30, 2008, Defendant, as an agent of Nutrigenomics, Inc. ("Nutrigenomics"), signed a promissory note ("Note"), promising to pay Plaintiff \$69,751.91. A true and accurate copy of the Note is attached hereto as Exhibit A.

6. On or about November 30, 2008, Defendant, as an agent of Nutrigenomics, entered into an agreement with Plaintiff relating to the exclusive use of Plaintiff for testing services and establishing a line of credit with Plaintiff ("Agreement"). A true and accurate copy of the Agreement is attached hereto as Exhibit B.

7. On or about November 30, 2008, and for valuable consideration, Plaintiff signed a guaranty ("Guaranty"), personally guaranteeing payment and performance of all liabilities incurred by Nutrigenomics, including, but not limited to, liabilities relating to the Note and Agreement. A true and accurate copy of the Guaranty is attached hereto as Exhibit C.

8. Nutrigenomics failed to perform according to the terms of the Note and Agreement.

9. Specifically, Nutrigenomics defaulted on installment payments on the Note and payments on invoices to Plaintiff in the amount of \$286,649.39, which represents due and owing payments through June 30, 2009.

10. Paragraph 3 of the Guaranty states, in relevant part,

In the event of any default by Debtor in the payment or performance with respect to any part of the LIABILITIES, Guarantor agrees, on demand by the Creditor, to make such payment or perform such obligations, regardless of any defense, right of set-off or claim which Debtor might have against the Creditor.

11. On July 6, 2009, Plaintiff gave Defendant notice in writing of Nutrigenomics' default and made demand for payment of the past due amount, as required by the terms of the Guaranty. A copy of the July 6, 2009 letter is attached hereto as Exhibit D.

12. Defendant has failed to pay the amount due and owing to Plaintiff as required by the Guaranty.

13. Pursuant to Paragraph 10 of the Guaranty, Defendant is liable to Plaintiff for all attorneys' fees and expenses incurred in connection with the collection of Nutrigenomics' liabilities to Plaintiff.

14. Pursuant to the terms of the Note, past due installment payments are subject to a 5% interest charge. As part of Nutrigenomics' liabilities, Defendant is liable to Plaintiff for those interest charges.

15. Pursuant to the terms of the Agreement, past due invoice payments are subject to a 1.5% interest charge per month. As part of Nutrigenomics' liabilities, Defendant is liable to Plaintiff for those interest charges.

16. Plaintiff has done all that it is required to do under the terms of the Note, Agreement and Guaranty.

WHEREFORE, Plaintiff DOCTOR'S DATA, INC., requests that this Court enter judgment in its favor and against Defendant, KAZUKO CURTIN, in the amount of \$286,649.39 as of June 30, 2009, together with all additional interest at a monthly interest rate of 1.5% for each day the invoice payments remain unpaid, plus all of Plaintiff's reasonable and necessary

costs and expenses of collection, including attorney's fees and expenses as provided under the terms of the Note, Guaranty and Agreement, and for such other and further relief in favor of Plaintiff and against Defendant as equity may require.

Respectfully submitted,

DOCTOR'S DATA, INC.

By: /s/ Timothy J. Riordan
One of its attorneys

Timothy J. Riordan (ARDC #2343231)
Stephanie A. Stromberg (ARDC #6293894)
Defrees & Fiske LLC
200 S. Michigan Avenue, Suite 1100
Chicago, Illinois 60604
Tel.: (312) 372-4000