

**IN THE CIRCUIT COURT OF THE EIGHTEENTH JUDICIAL CIRCUIT DUPAGE
COUNTY, ILLINOIS**

Candice Adams
e-filed in the 18th Judicial Circuit Court
DuPage County
ENVELOPE: 31035344
2025LA000073
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JESITA CAPITAL MANAGEMENT LLC)
An Illinois limited liability company,)
)
Plaintiff)

No. 2025LA000073

vs.)

HPN HOLDINGS INC.; ONE MIND)
TECHNOLOGIES S.L.; DOUGLAS STUKEL;)
MICHAEL PROFITA; AND)
KATHLEEN PROFITA)
)
Defendants.)

Ad Damnum:\$100,000.00 + costs,
Late fees, Atty. Fees, interest

VERIFIED COMPLAINT

NOW COMES Plaintiff, JESITA CAPITAL MANAGEMENT, LLC, an Illinois limited liability company (“Jesita”), by its attorneys, Cutler | Hull, and for its Verified Complaint against the Defendants, HPN Holdings Inc., One Mind Technologies S.L., Douglas Stukel, Michael Profita, and Kathleen Profita (hereinafter collectively the “Co-Borrowers” or the “Defendants”) as follows:

COUNT I

Breach of Secured Promissory Note-against all Co-Borrowers

1. Jesita is an Illinois limited liability company with its principal place of business in Wheaton, DuPage County, Illinois.
2. Defendant HPN Holdings Inc. is a business with its principal place of business in Orland Park, Illinois.
3. Defendant One Mind Technologies S.L. is a business doing business in the State of Illinois.
4. Defendant, Douglas Stukel, is an individual, and upon information and belief, resides in Orland Park in the state of Illinois.
5. Defendant, Michael Profita, is an individual, and upon information and belief, resides in

Elmhurst in the State of Illinois.

6. Defendant, Kathleen Profita, is an individual, and upon information and belief, resides in Elmhurst in the State of Illinois.
7. Jurisdiction and venue are proper before this Court because the parties stipulated and agreed that any lawsuit regarding breach of or compliance with the Secured Promissory Note shall be litigated in DuPage County, Illinois.
8. On or about July 2, 2024, Co-Borrowers entered into a Secured Promissory Note (hereinafter the "Note") with Jesita whereby Jesita agreed to loan Co-Borrowers the principal amount of \$75,000 with interest, fees and attorney fees as applicable per the terms of the Note.
9. The Note provided that Co-Borrowers were to repay the Note plus interest by September 1, 2024 and that at that time the amount to pay the Note in full was \$100,000. A copy of the Note is attached hereto as **Exhibit "A."**
10. Further each Co-Borrower for value received agreed in the Note to assign to Jesita and grant to Jesita a continuing security interest in all assets of every nature or kind of each Co-Borrower as fully set forth in the Note.
11. Jesita timely delivered the agreed upon Loan funds to Co-Borrowers and has otherwise performed all its agreements and obligations under the Note.
12. Co-Borrowers received and used the loan proceeds from the Note to conduct its business and incurred interest charges, late fees, and various other charges pursuant to the terms of the Note.
13. The Note provided that in exchange for value received each Co-Borrower agreed to pay Jesita the principal sum of \$75,000.00 plus interest and fees when the Note became due.
14. Co-Borrowers did not pay Jesita when the Note became due.
15. When Co-Borrowers failed to pay, they incurred additional charges, interest, and fees

pursuant to the default provision of the Note.

16. From on or about September 1, 2024, through the present, Co-Borrowers have become indebted to Jesita in the total amount of \$100,000 plus all applicable interest, fees, costs and attorney's fees per the terms of the Note.

17. Jesita has fully performed all its obligations under the Note.

18. To date Co-Borrowers have failed to pay the amounts due under the Note as described herein.

19. Jesita has demanded full payment from Co-Borrowers but Co-Borrowers have failed and refused to pay.

20. Jesita is entitled to interest, late fee, costs, and attorney's fees pursuant to the default provision of the Note.

21. As a direct and proximate result of the breach by Defendant Co-Borrowers the sum of \$100,000.00 plus all applicable interest, fees, costs and attorney's fees per the terms of the Note.

WHEREFORE, Plaintiff, Jesita Capital Management, LLC, respectfully requests that this Honorable Court enter judgment in its favor and against each and all Defendant Co-Borrowers in the amount of \$100,000+, plus attorney's fees, interest, late fees, and court costs, and for such other and further relief as the court deems just and proper in the premises.

Respectfully submitted,
By and on behalf of Plaintiff

By: /s/ Ed Hull
One of its attorneys

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