

Chancery Division Civil Cover Sheet  
General Chancery Section

(12/01/20) CCCH 0623

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

Paul Vallas d/b/a Vallas for Mayor  
Plaintiff

v.

Chimaobi Enyia and NDI ARO Holdings, LLC f/k/a Ikoro, LLC,  
an Illinois limited liability company  
Defendant

Case No: \_\_\_\_\_

CHANCERY DIVISION CIVIL COVER SHEET  
GENERAL CHANCERY SECTION

A Chancery Division Civil Cover Sheet - General Chancery Section shall be filed with the initial complaint in all actions filed in the General Chancery Section of Chancery Division. The information contained herein is for administrative purposes only. Please check the box in front of the appropriate category which best characterizes your action being filed.

Only one (1) case type may be checked with this cover sheet.

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| 0005 <input type="checkbox"/> Administrative Review      | 0017 <input type="checkbox"/> Mandamus  |
| 0001 <input type="checkbox"/> Class Action               | 0018 <input type="checkbox"/> Ne Exeat  |
| 0002 <input type="checkbox"/> Declaratory Judgment       | 0019 <input type="checkbox"/> Partition                                       |
| 0004 <input type="checkbox"/> Injunction                 | 0020 <input type="checkbox"/> Quiet Title                                     |
|  | 0021 <input type="checkbox"/> Quo Warranto                                    |
| 0007 <input type="checkbox"/> General Chancery           | 0022 <input type="checkbox"/> Redemption Rights                               |
| 0010 <input checked="" type="checkbox"/> Accounting      | 0023 <input type="checkbox"/> Reformation of a Contract                       |
| 0011 <input type="checkbox"/> Arbitration                | 0024 <input type="checkbox"/> Rescission of a Contract                        |
| 0012 <input type="checkbox"/> Certiorari                 | 0025 <input type="checkbox"/> Specific Performance                            |
| 0013 <input type="checkbox"/> Dissolution of Corporation | 0026 <input type="checkbox"/> Trust Construction                              |
| 0014 <input type="checkbox"/> Dissolution of Partnership | 0050 <input type="checkbox"/> Internet Take Down Action (Compromising Images) |
| 0015 <input type="checkbox"/> Equitable Lien             |   |
| 0016 <input type="checkbox"/> Interpleader               | <input type="checkbox"/> Other (specify) _____                                |

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Pro Se Only:  I have read and agree to the terms of the Clerk's Clerk's Office Electronic Notice Policy and choose to opt in to electronic notice from the Clerk's office for this case at this email address:

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FILED DATE: 4/20/2023 8:10 PM 2023CH03943

**IN THE CIRCUIT COURT OF COOK COUNTY, ILLINOIS  
COUNTY DEPARTMENT, CHANCERY DIVISION**

PAUL VALLAS d/b/a VALLAS FOR )  
MAYOR, )  
 )  
Plaintiff, )  
 )  
v. )  
 )  
CHIMAOBI ENYIA and NDI ARO )  
HOLDINGS, LLC f/k/a IKORO, LLC, an )  
Illinois limited liability company )  
 )  
Defendants. )

Case No. 2023CH03943

**COMPLAINT FOR ACCOUNTING, FRAUD,  
UNJUST ENRICHMENT AND BREACH OF CONTRACT**

Plaintiff, Paul Vallas, d/b/a Vallas for Mayor, through his attorneys, Laduzinsky & Associates, P.C., and for his Complaint for Accounting, Fraud, Unjust Enrichment and in the alternative, Breach of Contract (“Complaint”) against Defendants, Chimaobi Enyia, and NDI ARO Holdings, LLC f/k/a Ikoro, LLC, states as follows:

**INTRODUCTION**

This is an action to obtain an accounting and return of funds and an award of compensatory and punitive damages against Chimaobi Enyia and NDI ARO Holdings, LLC f/k/a Ikoro, LLC. In the last 30 days of the Chicago Mayoral Run Off Election on April 4, 2023, Chimaobi Enyia and NDI ARO Holdings, LLC f/k/a Ikoro, LLC, submitted invoices from Mary 20, 2023 to April 2, 2023 for “Consulting Services” for \$680,000 to and obtained \$680,000 from Paul Vallas, d/b/a Vallas for Mayor.

Chimaobi Enyia and NDI ARO Holdings, LLC f/k/a Ikoro, LLC, not only did not perform the “Consulting Services” totaling \$680,000, but also made false statements as to what services they would be providing, who would be performing the services, how much was being paid to

FILED DATE: 4/20/2023 8:10 PM 2023CH03943

third parties to perform the services and have no records on how the \$680,000 was expended for the benefit of Vallas for Mayor.

### **PARTIES**

1. Plaintiff, Paul Vallas (“Vallas”), is an individual and resident of Chicago, Illinois, located in Cook County, Illinois. Vallas was a candidate for Mayor of the City of Chicago in the February 23, 2023, Consolidated Primary Election and the April 4, 2023 Chicago Mayoral Runoff Election. To run for Mayor of Chicago, Vallas formed Vallas for Mayor (“Vallas for Mayor”), a candidate political committee, Committee ID 37382, with the Illinois State Board of Elections on April 8, 2022. (“Vallas for Mayor”) Vallas is the Chairperson and Treasurer of Vallas for Mayor. Vallas for Mayor is not organized as an Illinois corporation or limited liability company, or such a corporate entity in any other state.

2. Defendant, Chimaobi Enyia (“Chima”), is an individual and resident of Chicago, Illinois located in Cook County, Illinois. Chima is the managing member and/or manager of NDI ARO Holdings, LLC f/k/a Ikoru, LLC.

3. Defendant, NDI ARO Holdings, LLC (“Ikoru”) was organized by Chima as Ikoru LLC with the Illinois Secretary of State. On or about July 17, 2020, Chima filed Articles of Organization with the Illinois Secretary of State’s Office to organize Ikoru. (A true and accurate copy of Ikoru LLC’s Articles of Organization is attached as **Exhibit 1** and is incorporated herein by reference). Chima listed himself as the registered agent and manager and member having authority of manager for Ikoru. Ikoru’s registered agent’s address, and principal place of business was listed as 425 East 41<sup>st</sup> Street, Chicago, IL 60653. On April 3, 2023, the day Chima and Ikoru received the final \$200,000 of the \$680,000 from Vallas for Mayor, Chima caused Ikoru to change its name to NDI ARO Holdings, LLC with the Illinois Secretary of State. Chima changed the manager’s address and the principal place of business to “111 W Jackson, Suite 1700, Chicago,

60604”. (A true and accurate copy of Ikoro LLC’s Articles of Amendment is attached as **Exhibit 2** and is incorporated herein by reference)

**JURISDICTION AND VENUE**

4. The Court has jurisdiction over this matter as the complained actions arose in the State of Illinois, Vallas is a resident of Cook County, Illinois, Chima is a resident of Cook County, Illinois, and Ikoro is incorporated and domiciled in Cook County, Illinois.

5. Venue is proper in this Court pursuant to 735 ILCS 5/2-101, as the complained of actions by Chima and Ikoro occurred in Cook County, Illinois and Chima and Ikoro transact business in Cook County, Illinois.

**FACTUAL BACKGROUND**

6. On or about June 1, 2022, Vallas made the decision and announced that he would run for the office of Mayor of the City of Chicago for the February 24, 2023 consolidated Primary Election. As Vallas would be dedicating his time to campaigning, meeting with elected officials, community and civic organizations, meeting with potential individual and organizational donors, preparing for and participating in public forums, and town hall meetings and debates (“Campaigning Efforts”), Vallas would need to hire an individual to manage and control the day-to-day operations and functions of Vallas for Mayor. These day-to-day operations and functions of Vallas for Mayor include, but are not limited to petition circulation and filing, field operations, office management, receipt and reporting of campaign contributions, review and approval of vendor services, and payment of vendors and staff.

7. On July 7, 2022 Vallas retained Brian Towne (“Towne”) to serve as the Campaign Manager for Vallas for Mayor. Upon his hiring, Towne was responsible for the day-to-day operations and functions of Vallas for Mayor’s campaign strategy including petition circulation and filing, field operations, office management, receipt and reporting of campaign contributions,

review and approval of vendor invoices, and payment of vendors and staff (“Campaign Management”). Towne was the individual responsible for reviewing and approving the payment of vendor invoices. Upon Towne’s hiring, Vallas dedicated his full-time efforts to Campaigning Efforts and Towne dedicated his efforts to Campaign Management.

8. On February 28, 2023, the Municipal Consolidated Primary Election was held, and Vallas and Brandon Johnson (“Johnson”) were the two (2) candidates who received the most votes from the voters of the City of Chicago for the office of Mayor at the Consolidated Primary Election. As neither Vallas nor Johnson received 50% plus 1 of the votes, they advanced to the April 4, 2023 Chicago Mayoral Runoff Election.

9. As with all contested elections, candidates and campaigns are overwhelmed with the day-to-day operations of fundraising, campaign field work, community forums and televised debates, meeting voters to earn their votes and elected officials to get their endorsements and support. As elections near, candidates and their campaigns become fast and furious, schedules are swamped, and staff work long hours seven (7) days a week and at a hectic pace. Candidates and their campaigns scramble to identify and retain individuals that can perform outreach to communities outside their established base. Vallas and Vallas for Mayor were no exception to the experiences of other all other candidates and campaigns faced with narrowing polling data and an impending election day of April 4, 2023.

10. On or about January 2023, Chima meet Vallas and discussed Vallas for Mayor and the 2023 Chicago Mayoral Runoff Campaign. Chima stated and represented to Vallas that he had many connections in Chicago’s Black communities that were supportive of Vallas for Mayor. Chima also advised Vallas that he carried a lot of influence in the Chicago Black Communities based on his professional experience as Executive Vice-President of Cresco Labs, former director of the Illinois Liquor Commission and Board Member of Chicago Philharmonic. Chima stated

and represented that he could get Vallas access to Black churches, organizations and individuals who would be willing to do campaign work for Vallas for Mayor.

11. In early March 2023, Vallas travelled with Chima to multiple meetings and gatherings in the south and west sides of Chicago, where Chima introduced Vallas to pastors, ministers, congregations, community organizations and groups in Chicago's Black community.

12. Vallas was familiar with Chima from meeting him while working at the Quinn campaign and was told he had experience and contacts that could help Vallas for Mayor. Vallas also conferred with other individuals who were past candidates for elective office, and had used Chima for past campaign work. Several of these candidates advised Vallas that Chima did have contacts with pastors, ministers, congregations, community organizations and groups in Chicago's Black community and that he made the introductions necessary for a candidate to reach out to Chicago's Black community. Vallas also verified Chima's professional experience.

13. After approximately one (1) week of Chima travelling with Vallas to multiple meetings and gatherings in the south and west sides of Chicago, where Chima introduced Vallas to pastors, ministers, congregations, community organizations and groups in Chicago's Black community and Vallas reaching out to others regarding Chima's past campaign work, Chima approached Vallas about working as a campaign consultant or strategist for Vallas for Mayor in Chicago's Black communities.

14. Chima requested of Towne that Vallas pay him \$40,000 a month commencing for the months of March, 2023 and April 2023. Towne advised Vallas of Chima's demand. Vallas advised Towne that Chima's demand of \$40,000 a month was excessive given other campaign consultants and strategists were working for \$10,000 to \$20,000 per month. Chima and Towne and Towne and Vallas had multiple conversations over several days. Vallas advised Towne that he

would agree that Vallas for Mayor would pay Chima \$20,000 a month for March 2023 and April 2023, for a total of \$40,000. (“Chima Consulting Agreement”).

15. In accordance with that Chima Consulting Agreement and at Chima’s instruction, Towne issued Vallas for Mayor Check Number No. 1563 to Ikoro in the amount of \$20,000, which Chima negotiated on or about March 20, 2023. (A true and accurate copy of Check No. 1563 payable to Ikoro LLC in the amount of \$20,000 is attached as **Exhibit 3**, which is incorporated herein by reference)

16. Other than the Chima Consulting Agreement set forth in paragraph 14 of this Complaint, Vallas had no other agreements with Chima or Ikoro.

17. Despite only having the Chima Consulting Agreement with Vallas and Vallas for Mayor, Chima, using Ikoro, devised a plan to prepare and submit Ikoro’s Invoices No. 203, 204, 205 and 206 to Vallas for Mayor to obtain unauthorized possession and control of funds belonging to Vallas for Mayor for fabricated “Consulting Services” that were never contracted for by Vallas or provided to Vallas for Mayor.

18. On February 17, 2023, in preparation of his plan to issue invoices for fabricated consulting services to Vallas for Mayor, Chima caused Ikoro to change its registered agent from Chima to Registered Agents, Inc. and its registered address from 425 E 41st St, Chicago, IL 60653 to 2501 Chatham Rd, Suite R, Springfield, IL 62704 to make it appear as Ikoro was a political consulting business in Springfield, Illinois’ capital. On February 17, 2023, Chima and Ikoro, other than using the Springfield address or service for legal documents and process, did not use or conduct any business out of the Springfield address.

19. On or about March 15, 2023, Chima represented and stated to Towne that Chima and Ikoro would provide the following services for Vallas for Mayor and that Vallas had approved the services:

- a. Place Vallas for Mayor signs in Black communities in Chicago; Chima represented that he would contract with Black Men United for \$200,000 to perform these services, which would be paid from the funds Vallas for Mayor would pay to Ikoro; and
- b. Remove Vallas for Mayor signs that had been vandalized and unauthorized MAGA signs containing the name Vallas for Mayor that had been placed in Black communities. Chima represented to Towne that Chima would retain through Ikoro crews to perform these functions which would be paid from the funds Vallas for Mayor would pay to Ikoro.

(hereinafter “Chima’s Fake Consulting Services Agreement”). Chima’s Fake Consulting Services Agreement was not in writing.

20. Vallas never knew or approved of Chima’s Fake Consulting Services Agreement.

21. From March 15 to April 3, 2023, Chima would call Towne stating that he was paying hundreds of people on the streets to remove the Vallas for Mayor signs that had been vandalized and unauthorized MAGA signs containing the name Vallas for Mayor that had been placed in Black communities, when in fact it was only Chima himself removing the signs.

#### **IKORO’S INVOICE NO. 203 FOR FABRICATED SERVICES**

22. On or about March 15, 2023, Chima and Ikoro prepared and issued Ikoro’s Invoice No. 203 to Vallas for Mayor for “Consulting Services” in the amount of \$200,000. (A true and accurate copy of Ikoro’s Invoice No. 203 is attached as **Exhibit 4**, which is incorporated herein by reference)

23. On March 17, 2023, Chima and Ikoro transmitted via email Ikoro’s Invoice No. 203 to Peter Jeon (“Jeon”), a worker for Vallas for Mayor. Jeon’s duties was to assist Vallas for Mayor in budgeting campaign efforts. (A true and accurate copy of Chima’s March 17, 2023 email to Jeon is attached as **Exhibit 5**, which is incorporated herein by reference)



24. Ikoro's Invoice No. 203 contained no detailed description of Chima's and Ikoro's claimed consulting services purportedly provided to Vallas for Mayor. Ikoro's Invoice No. 203 lists the address of 2501 Chatham Rd. STE R, Springfield, IL 62704, Sangamon County.

25. On March 15, 2023, neither Chima nor Ikoro maintained a physical office or conducted business at 2501 Chatham Rd. STE R, Springfield, IL 62704, Sangamon County.

26. During March 17, 2023 to about March 20, 2023, Chima began calling Jeon at Vallas for Mayor looking for and demanding payment on Ikoro's Invoice No. 203 to pay the workers Chima claims to have contracted to campaign for Vallas for Mayor to work in Chicago's Black communities. Chima told Jeon that these "people need to get paid".

27. When Jeon received Ikoro's Invoice No. 203 and received Chima's March 17, 2023 to about March 20, 2023 telephone calls, Jeon went to Towne to question the invoice due to the \$200,000 amount of Ikoro's Invoice No. 203 and what "Consulting Services" were being provided. Towne told Jeon about the substance of Chima's Fake Consulting Services Agreement and instructed Jeon to process Ikoro's Invoice No. 203 for payment.

28. On March 20, 2023, relying on the statements and representations in Ikoro's Invoice No. 203, Chima's statements in his telephone call of March 17, 2023 to about March 20, 2023 and Towne's instruction, Jeon initiated a domestic wire transfer from Vallas for Mayor's bank account to Ikoro's bank account maintained at Lake Forest Bank & Trust. (A true and accurate copy of Vallas for Mayor's March 20, 2023 domestic wire transfer to Ikoro is attached as **Exhibit 6**, which is incorporated herein by reference)

29. Chima and/or Ikoro did not contract or pay workers whose services would total the \$200,000 represented in Ikoro's Invoice No. 203 to campaign for Vallas for Mayor to work in Chicago's Black communities.

30. Chima and/or Ikoro did not perform \$200,000 of consulting services for Vallas or Vallas for Mayor as set forth in Ikoro's Invoice No. 203.

31. On March 20, 2023, Chima and Ikoro received the \$200,000 ACH transfer from Vallas for Mayor related to Ikoro's Invoice No. 203.

**IKORO'S INVOICE NO. 204 FOR FABRICATED SERVICES**

32. On or about March 20, 2023, Chima and Ikoro prepared and issued Ikoro's Invoice No. 204 to Vallas for Mayor for "Consulting Services" in the amount of \$200,000. (A true and accurate copy of Ikoro's Invoice No. 204 is attached as **Exhibit 7**, which is incorporated herein by reference)

33. On March 20, 2023, Chima emailed Jeon Ikoro's Invoice No. 204 to Vallas for Mayor for "Consulting Services" in the amount of \$200,000. (A true and accurate copy of Chima's March 20, 2023 email to Jeon is attached as **Exhibit 8**, which is incorporated herein by reference)

34. Ikoro's Invoice No. 204 contained no detailed description of the claimed Chima's and Ikoro's consulting services purportedly provided to Vallas for Mayor. Ikoro's Invoice No. 204 lists the address of 2501 Chatham Rd. STE R, Springfield, IL 62704, Sangamon County.

35. On March 20, 2023, neither Chima nor Ikoro maintained a physical office or conducted business at 2501 Chatham Rd. STE R, Springfield, IL 62704, Sangamon County.

36. On or about March 20, 2023 or March 21, 2023, Chima began calling Jeon at Vallas for Mayor looking for payment on Ikoro's Invoice No. 204 to pay the workers Chima claims to have contracted to campaign for Vallas for Mayor to work in Chicago's Black communities. Chima stated that unless payment was received immediately the workers would stop working for Vallas and go over to the "other side" referring to the Johnson campaign.

37. When Jeon received Ikoro's Invoice No. 204 and received Chima's March 20, 2023 or March 21, 2023 telephone calls, Jeon went to Towne to question the invoice due to the dollar

amount of Ikoro's Invoice No. 204 and what "Consulting Services" were being provided. Towne against advised Jeon of the substance of Chima's Fake Consulting Services Agreement and instructed Jeon to pay Ikoro's Invoice No. 204.

38. On March 21, 2023, relying on the statements and representations in Ikoro's Invoice No. 204, Chima's statements in his telephone call of March 20, 2023 or March 21, 2023 and Towne's instruction, Jeon initiated a domestic wire transfer from Vallas for Mayor's bank account to Ikoro's bank account maintained at Lake Forest Bank & Trust. (A true and accurate copy of Vallas for Mayor's March 21, 2023 domestic wire transfer to Ikoro is attached as **Exhibit 9**, which is incorporated herein by reference)

39. Chima and/or Ikoro did not contract or pay workers whose services would total the \$200,000 represented in Ikoro's Invoice No. 204 to campaign for Vallas for Mayor to work in Chicago's Black communities.

40. Chima and/or Ikoro did not perform \$200,000 of consulting services for Vallas or Vallas for Mayor as set forth in Ikoro's Invoice No. 204.

41. On March 21, 2023, Chima and Ikoro received the \$200,000 wire transfer from Vallas for Mayor related to Ikoro's Invoice No. 204.

#### **IKORO'S INVOICE NO. 205 FOR FABRICATED SERVICES**

42. On or about March 30, 2023, Chima and Ikoro prepared and issued Ikoro's Invoice No. 205 to Vallas for Mayor for "Consulting Services" in the amount of \$80,000. (A true and accurate copy of Ikoro's Invoice No. 205 is attached as **Exhibit 10**, which is incorporated herein by reference)

43. On March 30, 2023, Chima emailed Jeon Ikoro's Invoice No. 204 to Vallas for Mayor for "Consulting Services" in the amount of \$80,000. (A true and accurate copy of Chima's March 30, 2023 email to Jeon is attached as **Exhibit 11**, which is incorporated herein by reference)

44. On or about March 30, 2023, Jeon at Vallas for Mayor received Ikoros Invoice No. 205 to Vallas for Mayor for "Consulting Services" in the amount of \$80,000. Ikoros Invoice No. 205 contained no detailed description of the claimed Chimas and Ikoros consulting services purportedly provided to Vallas for Mayor. Ikoros Invoice No. 205 lists the address of 2501 Chatham Rd. STE R, Springfield, IL 62704, Sangamon County.

45. On March 30, 2023, neither Chima nor Ikoros maintained a physical office or conducted business at 2501 Chatham Rd. STE R, Springfield, IL 62704, Sangamon County.

46. On or about March 30, 2023 or March 31, 2023, Chima began calling Jeon at Vallas for Mayor staff looking for and demanding payment on Ikoros Invoice No. 205 to pay the workers Chima claims to have contracted to campaign for Vallas for Mayor to work in Chicagos Black communities. Chima stated that unless payment was received immediately the workers would stop working for Vallas and the election is only days away.

47. When Jeon received Ikoros Invoice No. 205 and received Chimas March 30, 2023 or March 31, 2023 telephone calls, Jeon went to Towne to question the invoice due to the dollar amount of Ikoros Invoice No. 205 and what "Consulting Services" were being provided. Towne advised Jeon about Chimas Fake Consulting Services Agreement and instructed Jeon to pay Ikoros Invoice No. 205.

48. On March 31, 2023, relying on the representations in Ikoros Invoice No. 205, Chimas statements in his telephone call of March 30, 2023 or March 31, 2023, and Townes instruction, Jeon initiated a domestic wire from Vallas for Mayors bank account to Ikoros bank account maintained at Lake Forest Bank & Trust. (A true and accurate copy of Vallas for Mayors March 31, 2023 domestic wire transfer to Ikoros is attached as **Exhibit 12**, which is incorporated herein by reference)

49. Chima and/or Ikoró did not contract or pay workers whose services would total the \$200,000 represented in Ikoró's Invoice No. 205 to campaign for Vallas for Mayor to work in Chicago's Black communities.

50. Chima and/or Ikoró did not perform \$80,000 of consulting services for Vallas or Vallas for Mayor as set forth in Ikoró's Invoice No. 205.

51. On March 31, 2023, Chima and Ikoró received the \$80,000 wire transfer from Vallas for Mayor related to Ikoró's Invoice No. 205.

### **IKORÓ'S INVOICE NO. 206 FOR FABRICATED SERVICES**

52. On or about April 2, 2023, Chima and Ikoró prepared and issued Ikoró's Invoice No. 206 to Vallas for Mayor for "Consulting Services" in the amount of \$200,000. (A true and accurate copy of Ikoró's Invoice No. 206 is attached as **Exhibit 13**, which is incorporated herein by reference)

53. On April 2, 2023, Chima emailed Jeon Ikoró's Invoice No. 206 to Vallas for Mayor for "Consulting Services" in the amount of \$200,000. Chima's email stated "Services have been rendered. Fed and State tax on total + remaining 20k for services initially agreed. (A true and correct copy of Chima's April 2, 2023 email to Jeon is attached as **Exhibit 14**, which is incorporated herein by reference)

54. On April 2, 2023, Jeon at Vallas for Mayor received Ikoró's Invoice No. 206 to Vallas for Mayor for "Consulting Services" in the amount of \$200,000. Ikoró's Invoice No. 206 contained no detailed description of the claimed Chima's and Ikoró's consulting services purportedly provided to Vallas for Mayor. Ikoró's Invoice No. 206 lists the address of 2501 Chatham Rd. STE R, Springfield, IL 62704, Sangamon County.

55. On or about April 2, 2023 or April 3, 2023, Chima began calling Jeon at Vallas for Mayor looking for and demanding payment on Ikoró's Invoice No. 206 to pay the workers Chima

claims to have contracted to campaign for Vallas for Mayor to work in Chicago's Black communities. Chima stated that and that the election was two (2) days away and unless payment was received immediately the workers would stop working for Vallas and go over to Johnson's campaign.

56. When Jeon received Ikoro's Invoice No. 206 and Chima's April 2, 2023 or April 3, 2023 telephone call, Jeon went to Towne to question the invoice due to the dollar amount of Ikoro's Invoice No. 206 and what "Consulting Services" were being provided. Towne again told Jeon about Chima's Fake Consulting Agreement and instructed Jeon to pay Ikoro's Invoice No. 206.

57. On April 2, 2023, neither Chima nor Ikoro maintained a physical office or conducted business at 2501 Chatham Rd. STE R, Springfield, IL 62704, Sangamon County.

58. On April 3, 2023, relying on the representations in Ikoro's Invoice No. 206 and Chima's statements in his telephone call of April 2, 2023 or April 3, 2023 and Towne's instruction, Jeon initiated a domestic wire transfer from Vallas for Mayor's bank account to Ikoro's bank account maintained at Lake Forest Bank & Trust. (A true and accurate copy of Vallas for Mayor's April 3, 2023 domestic wire transfer to Ikoro is attached as **Exhibit 15**, which is incorporated herein by reference)

59. On April 3, 2023, Chima and Ikoro received the \$200,000 wire transfer from Vallas for Mayor related to Ikoro's Invoice No. 206.

60. Chima and/or Ikoro did not contract or pay workers whose services would total the \$200,000 represented in Ikoro's Invoice No. 206 to campaign for Vallas for Mayor to work in Chicago's Black communities.

61. Chima and/or Ikoro did not render "Consulting Services" totaling \$200,000 represented in Chima's April 2, 2023 email to Jeon and Ikoro's Invoice No. 206 to Vallas for Mayor.

62. Chima and/or Ikoro did not collect “Fed. and State tax on total” to the United State Treasury and the Illinois Department of Revenue as represented in Chima’s April 2, 2023 email to Jeon.

63. Chima and/or Ikoro did not remit “Fed. and State tax on total” to the United States Treasury and the Illinois Department of Revenue as represented in Chima’s April 2, 2023 email to Jeon.

64. On April 3, 2023, after causing Vallas for Mayor to issue its April 3, 2023 payment of \$200,000 and Chima and Ikoro receiving said payment, Chima changed Ikoro’s name to NDI ARO Holdings, LLC with the Illinois Secretary of State. Chima also changed the manager’s address and the principal place of business to 111 W Jackson, Suite 1700, Chicago, 60604. *See Exhibit 2.*

#### **VALLAS’ DISCOVERY OF THE IKORO PAYMENTS**

65. On April 4, 2023, the Chicago Mayoral Runoff Election was held with Brandon Johnson receiving more votes than Vallas for the office of Mayor of the City of Chicago.

66. On April 10, 2023, Vallas began a review of the Vallas for Mayor books and records for contributions and expenditures. During this review, Vallas discovered the March 20, 2023 \$200,000 payment to Ikoro. Vallas did not recognize or know who or what Ikoro was. Vallas researched Ikoro and learned that Chima controlled Ikoro.

67. After discovering the March 20, 2023 \$200,000 payment from Vallas for Mayor to Ikoro and learning Chima controlled Ikoro, Vallas contacted Chima via telephone regarding the March 20, 2023 \$200,000. During April 10, 2023, Vallas would have multiple calls with Chima regarding the foregoing payment.

68. During Vallas’ April 10, 2023 telephone conversations with Chima, Vallas asked Chima to explain why he invoiced and received a \$200,000 payment on March 20, 2023 and

demanded Chima produce documents as to how the \$200,000 was used. Chima became irate. Chima stated that there were no receipts for how Chima used the funds. Vallas demanded that Chima return the funds to Vallas of Mayor. Chima refused to provide any documents and to return the funds. At no time during the April 10, 2023 telephone conversations did Chima advise Vallas that he had received more than the March 10, 2023 \$200,000 payment.

69. On April 11, 2023, while further reviewing the Vallas for Mayor books and records, Vallas discovered the Vallas for Mayor March 21, 2023 \$200,000, March 31, 2023 \$80,000 and April 3, 2023 \$200,000 payments to Ikoro.

70. On April 11, 2023, Vallas again contacted Chima, via telephone, to demand why Chima and Ikoro issued Ikoro's Invoice Nos. 203, 204, 205 and 206, to produce documents evidencing how the \$680,000 was used and demand the return of the \$680,000 to Vallas for Mayor. During April 11, 2023, Vallas would have multiple calls with Chima regarding the \$680,000 in payments. Vallas demanded that Chima provide an accounting to Vallas and Vallas for Mayor. Chima told Vallas that he could not provide an accounting. Chima also advised Vallas that Chima and Ikoro had paid the Chicago branch of Black Men United, a National Community Service organization that focuses on the restoration and rebuilding of Black communities across America under the leadership of Black men, \$200,000 for workers to campaign for Vallas for Mayor. Vallas demanded documents supporting that payment and all other payments representing the "Consulting Services" in Chima and Ikoro issued Ikoro's Invoice Nos. 203, 204, 205 and 206. Chima repeatedly stated that he could not and would not provide any documents. Vallas demanded Chima and Ikoro return the \$680,000 to Vallas for Mayor. Chima refused to return the funds.

71. After Vallas' April 11, 2023 telephone call with Chima, Vallas contacted Black Men United and learned that Chima and Ikoro had not paid Black Men United \$200,000.



72. On or about April 17, 2023, Vallas learned that Chima and Ikoro had failed to retain and pay crews the \$500,000 paid to Chima and Ikoro to remove the Vallas for Mayor signs that had been vandalized and the unauthorized MAGA signs containing the name Vallas for Mayor that had been placed in Black communities.

73. On April 17, 2023, a written demand for an accounting of the use of the \$680,000 funds Ikoro received from Vallas for Mayor was made on Chima. In addition, the written demand also demanded that Chima and Ikoro return the \$700,000 to Vallas for Mayor. (A true and accurate copy of Vallas for Mayor's counsel's email of April 17, 2023 is attached as **Exhibit 16**, which is incorporated by reference.)

74. On April 17, 2023, Chima contacted Towne and Vallas for Mayor's counsel. Chima advised Vallas for Mayor that the \$700,000 was a "blank" check and he could do whatever he wanted to do with the \$700,000.

**COUNT I  
ACCOUNTING  
VERSUS  
CHIMAOBI ENYIA and NDI ARO HOLDINGS, LLC f/k/a IKORO, LLC**

75. Plaintiff, Paul Vallas d/b/a Vallas for Mayor, restates and realleges paragraphs 1 through 74 of Plaintiff's Complaint for Accounting, Fraud, Unjust Enrichment and in the alternative, Breach of Contract as paragraph 75 of Count I of Plaintiff's Complaint for Accounting, Fraud, Unjust Enrichment and in the alternative, Breach of Contract as though fully set herein.

76. Under Illinois law, a principal may bring an accounting action to require an agent to account for the transactions the agent has carried out on behalf of the principal.

77. Chima and Ikoro acted as Vallas' agent when they were paid \$680,000 from Vallas for Mayor for Ikoro's Invoice No. 203, 204, 205 and 206 related to Chima's Fake Consulting

Services Agreement and have a duty to account to Vallas, the principal, for the \$680,000 advanced and paid to Chima and Ikoro.

78. Vallas has requested that Chima and Ikoro provide an accounting for the \$680,000 paid and received to Chima and Ikoro by Vallas for Mayor, for Ikoro's Invoice No. 203, 204, 205 and 206 related to Chima's Fake Consulting Services Agreement, including a description of all services they provided and any proof of payments, transactions, and documents for the use of the \$680,000 received from Vallas for Mayor.

79. As of this filing of this Complaint, Chima and Ikoro have failed and refused to provide Vallas with an accounting.

WHEREFORE, Plaintiff, Paul Vallas d/b/a Vallas for Mayor, respectfully requests this Honorable Court enter judgment in his favor against Defendants, Chimaobi Enyia and NDI ARO Holdings, LLC f/k/a Ikoro, LLC and be order and be compelled to account for and provide all documents for all transactions and services provided related to the \$680,000 received pursuant to Ikoro's Invoice Nos. 203, 204, 205 and 206 and Chima's Fake Consulting Agreement; and (b) the Defendants, Chimaobi Enyia and NDI ARO Holdings, LLC f/k/a Ikoro, LLC be ordered to pay back Plaintiff, Paul Vallas d/b/a Vallas for Mayor, any amount due found on the accounting.

**COUNT II  
FRAUD  
VERSUS**

**CHIMAOBI ENYIA and NDI ARO HOLDINGS, LLC f/k/a IKORO, LLC**

80. Plaintiff, Paul Vallas d/b/a Vallas for Mayor, restates and realleges paragraphs 1 through 74 of Plaintiff's Complaint for Accounting, Fraud, Unjust Enrichment and in the alternative, Breach of Contract as paragraph 80 of Count II of Plaintiff's Complaint for Accounting, Fraud, Unjust Enrichment and in the alternative, Breach of Contract as though fully set herein.

81. A cause of action for fraud exists where the defendant has made, “(1) a false statement or omission of material fact; (2) knowledge or belief of the falsity by the party making it; (3) intention to induce the other party to act; (4) action by the other party in reliance on the truth of the statements; and (5) damage to the other party resulting from such reliance.” *Weidner v. Karlin*, 402 Ill. App. 3d 1084, 1087 (Ill. App. 2010).

82. Defendants, Chima and Ikoro stated false material facts to Towne, on or about March 15, 2023, when Chima represented and stated to Towne that Chima and Ikoro would provide the following services for Vallas for Mayor and that Vallas had approved the services:

- a. Place Vallas for Mayor signs in Black communities in Chicago; Chima represented that he would contract with Black Men United for \$200,000 to perform these services, which would be paid from the funds Vallas for Mayor would pay to Ikoro; and
- b. Remove Vallas for Mayor signs that had been vandalized and unauthorized MAGA signs containing the name Vallas for Mayor that had been placed in Black communities. Chima represented to Towne that Chima would retain through Ikoro crews to perform these functions which would be paid from the funds Vallas for Mayor would pay to Ikoro.

83. Defendants, Chima and Ikoro, knew that the statements to Towne for Mayor set forth in paragraph 19 and 82 of the Plaintiff’s Complaint were false as Chima and Ikoro had not contracted with Black Men United to perform services for Vallas for Mayor and would be paid \$200,000 from the funds Ikoro received from Vallas for Mayor and that Chima and Ikoro would not remove Vallas for Mayor signs that had been vandalized and unauthorized MAGA signs containing the name Vallas for Mayor that had been placed in Black communities, and that Chima would retain through Ikoro crews to perform these functions which would be paid from the funds Vallas for Mayor would pay to Ikoro.

84. Defendants, Chima and Ikoro stated false material facts when Chima had telephone conversations and email communications with Jeon of Vallas for Mayor set forth in paragraphs 26, 35, 46, 56 and 62.

85. Defendants, Chima and Ikoro stated false material facts when presenting Ikoro's Invoice Nos. 203, 204, 205, and 206 for Fabricated Consulting Services to Jeon, of the Vallas for Mayor team, that Chima and Ikoro had performed consulting services worth up to \$680,000 for the Vallas for Mayor.

86. Chima and Ikoro knew that knew that the statements to Jeon, a member of the Vallas for Mayor team, as set forth in Ikoro's Invoice Nos. 203, 204, 205, and 206 for Fabricated Consulting Services and paragraphs 26, 35, 46, 56 and 62 of the Plaintiff's Complaint were false as there were no "people need to get paid", no workers would stop working for Vallas and go over to the "other side" referring to Johnson, no workers would stop working and go over to the Johnson campaign as the election is only days away, no workers would stop working unless they were paid as the election was 2 days away, that no Federal and State tax were included in the total and no Federal and State taxes were paid.

87. Chima and Ikoro exhibited the intent to induce Towne and Jeon of the Vallas for Mayor team to act when Chima and Ikoro issued Invoices 203, 204, 205, and 206, and had the communications set forth in paragraphs 26, 35, 46, 56 and 62 of the Complaint with Jeon of the Vallas for Mayor team, to issue the \$680,000.

88. Towne and Jeon of the Vallas for Mayor team did act in reliance of Chima's and Ikoro's statement and issued payments totaling \$680,000 to Chima and Ikoro related to Ikoro's Invoices 203, 204, 205, and 206, and Chima's Fake Consulting Services Agreement.

89. In reliance on these representations made by Chima and Ikoro, Towne and Jeon on behalf of Vallas for Mayor made payments totaling up to \$680,000 from the funds of Vallas for

Mayor for Ikoro's Invoice Nos. 203, 204, 205 and 206 for "Consulting Services" that were not contracted for or provided to Vallas.

90. Chima and Ikoro's receipt of and refusal to return the \$700,000 of Vallas for Mayor funds is intentional warranting the imposition of punitive damages to include an element of attorney's fees.

91. On April 17, 2023, Vallas demanded Chima and Ikoro return the \$700,000 which Chima and Ikoro have refused to do. Chima and Ikoro have not returned the funds they were not entitled to which entitled Vallas to a prejudgment interest pursuant to 815 ILCS 205/2.

WHEREFORE, Plaintiff, Paul Vallas d/b/a Vallas for Mayor, respectfully requests this Honorable Court enter judgment in his favor against Defendants, Chimaobi Enyia and NDI ARO Holdings, LLC f/k/a Ikoro, LLC and grant the following relief: (a) compensatory damages in an amount of \$700,000, (b) an award of punitive damages to include an element of attorney's fees and costs; and (c) any further relief this Court deems just and proper.

**COUNT III**  
**UNJUST ENRICHMENT**  
**VERSUS**  
**CHIMAOBI ENYIA and NDI ARO HOLDINGS, LLC f/k/a IKORO, LLC**

92. Plaintiff, Paul Vallas d/b/a Vallas for Mayor, restates and realleges paragraphs 1 through 74 of Plaintiff's Complaint for Accounting, Fraud, Unjust Enrichment and in the alternative, Breach of Contract as paragraph 92 of Count III of Plaintiff's Complaint for Accounting, Fraud, Unjust Enrichment and in the alternative, Breach of Contract as though fully set herein.

93. Chima and Ikoro have received \$700,000 in payments from Vallas for services they did not perform.

94. On April 17, 2023, Chima advised and claimed to Vallas for Mayor representatives that the \$700,000 was a “blank check” to be used for whatever he chose.

95. It would be unjust for Chima and Ikoro to retain the benefits of \$700,000 for “Consulting Services” set forth in Ikoro’s Invoice No. 203, 204, 205 and 206 they falsely represented would be performed for Vallas which Chima and Ikoro did not provide to Vallas.

96. Chima and Ikoro’s retention of and refusal to return the \$700,000 of Vallas for Mayor funds is intentional warranting the imposition of punitive damages to include an element of attorney’s fees.

97. On April 17, 2023, Vallas had demanded Chima and Ikoro return the \$700,000 which Chima and Ikoro have refused to do. Chima and Ikoro have not returned the funds they were not entitled to which entitled Vallas to a prejudgment interest pursuant to 815 ILCS 205/2.

WHEREFORE, Plaintiff, Paul Vallas d/b/a Vallas for Mayor, respectfully requests this Honorable Court enter judgment in his favor against Defendants, Chimaobi Enyia and NDI ARO Holdings, LLC f/k/a Ikoro, LLC in excess of \$700,000, order restitution in an amount of \$700,000, imposition of punitive damages to include an element of attorney’s fees and prejudgment interest, and any further relief this Court deems just and proper.

**COUNT IV**  
**IN THE ALTERNATIVE, BREACH OF CONTRACT**  
**VERSUS**  
**CHIMAOBI ENYIA and NDI ARO HOLDINGS, LLC f/k/a IKORO, LLC**

98. Plaintiff, Paul Vallas d/b/a Vallas for Mayor, restates and realleges paragraphs 1 through 74 of Plaintiff’s Complaint for Accounting, Fraud, Unjust Enrichment and in the alternative, Breach of Contract as paragraph 98 of Count IV of Plaintiff’s Complaint for Accounting, Fraud, Unjust Enrichment and in the alternative, Breach of Contract as though fully set herein.

99. Vallas and Chima and Ikoro entered an oral agreement for Vallas to hire Chima and Ikoro at a rate of \$20,000 per month for March 2023 and April 2023 to provide consulting services for the Vallas for Mayor campaign. (“Chima Consulting Agreement”)

100. Vallas paid Ikoro an initial check of \$20,000. (See **Exhibit 3**)

101. Chima and Ikoro assert that on or about March 15, 2023, Towne orally agreed for Chima and Ikoro to provide the following services for Vallas for Mayor and that Vallas had approved the services:

- a. Place Vallas for Mayor signs in Black communities in Chicago; Chima represented that he would contract with Black Men United for \$200,000 to perform these services, which would be paid from the funds Vallas for Mayor would pay to Ikoro; and
- b. Remove Vallas for Mayor signs that had been vandalized and unauthorized MAGA signs containing the name Vallas for Mayor that had been placed in Black communities. Chima represented to Towne that Chima would retain through Ikoro crews to perform these functions which would be paid from the funds Vallas for Mayor would pay to Ikoro.

(“Chima’s Fake Consulting Services Agreement”)

102. Chima and Ikoro issued Ikoro’s Invoice Nos. 203, 204, 205 and 206 for \$680,000 and received \$680,000 as payment on these invoices issued pursuant to Chima’s Fake Consulting Services Agreement.

103. If Chima’s Fake Consulting Agreement is found to have been approved by Vallas and is a legally binding contract, Chima and Ikoro breached that contract by failing to perform the obligations as Chima and Ikoro did not provide Consulting Services worth \$680,000 for Vallas.

104. Since Chima’s organization of Ikoro as an Illinois limited liability company, on July 17, 2020, Chima has failed to conduct Ikoro in a manner necessary to retain its corporate form.

105. Chima, while operating Ikoro, has failed to perform the following required of an Illinois limited liability company:

- a. Provide adequate capitalization for Ikoro;
- b. Issue member certificates to the members of Ikoro;
- c. Observer corporate formalities, including but not limited, such as meetings, minutes, resolutions for Ikoro;
- d. Paid himself distributions from Ikoro totaling the \$680,000 paid by Vallas for Mayor on Ikoro's Invoice Nos. 203, 204. 205 and 206 without any basis or reasons;
- e. Keep Ikoro solvent by transferring the \$680,000 paid by Vallas for Mayor on Ikoro's Invoice Nos. 203, 204. 205 and 206 out of Ikoro's bank account at Lake Forest Bank & Trust;
- f. Function as a managing member of Ikoro as required by Illinois law;
- g. Keep proper corporate records including the receipt and expenditure of the \$680,000 paid by Vallas for Mayor on Ikoro's Invoice Nos. 203, 204. 205 and 206;
- h. Commingled the \$680,000 paid by Vallas for Mayor on Ikoro's Invoice Nos. 203, 204. 205 and 206 into Chima's personal and other business accounts;
- i. Diverted \$680,000 paid by Vallas for Mayor on Ikoro's Invoice Nos. 203, 204. 205 and 206 into Chima's personal and other business accounts;
- j. Maintain arm's length relationships amongst and between Ikoro, Chima and Chima's other business; and
- k. Used Ikoro as a façade for Chima to conceal his receipt of the \$680,000 paid by Vallas for Mayor on Ikoro's Invoice Nos. 203, 204. 205 and 206.

106. By virtue of Chima's actions in paragraph 105, Chima is personally liable for the obligations of Ikoro to Vallas under the purported oral contract terms and services Chima and Ikoro outlined to Towne as fully set forth in paragraph 19 of the Complaint.

107. On April 17, 2023, Vallas had demanded Chima and Ikoro return the \$700,000 which Chima and Ikoro have refused to do. Chima and Ikoro have not returned the funds they were not entitled to which entitled Vallas to a prejudgment interest pursuant to 815 ILCS 205/2.



WHEREFORE, Plaintiff, Paul Vallas d/b/a Vallas for Mayor respectfully requests this Honorable Court enter judgment in his favor against Defendants, Chimaobi Enyia and NDI ARO Holdings, LLC f/k/a Ikoro, LLC and grant the following relief: (a) compensatory damages in an amount of \$700,000 plus costs, (b) an award of prejudgment interest; and (c) any further relief this Court deems just and proper.

Respectfully submitted,

**PAUL VALLAS d/b/a VALLAS FOR MAYOR**

By: /s/ Steven M. Laduzinsky  
One of his attorneys

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