

SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF WESTCHESTER

WORLD COLOR (USA) CORP. fka
QUEBECOR WORLD,

Plaintiff,

-against-

JOHN MCAULIFFE, MICHAEL DESISTO,
COMPENDIUM SYSTEMS, and BEAUTY
HANDBOOK,

Defendant.

Index No. 29936/09

SUMMONS

Defendants' address
346 North Main Street
Port Chester, New York 10573

Basis of Venue:
Where Goods Were Delivered and Where
Defendants Conduct Business and/or Reside

RECEIVED
DEC 24 2009
TIMOTHY C. EDON
COUNTY CLERK
COUNTY OF WESTCHESTER

To the Above-Named Defendant(s):

YOU ARE HEREBY SUMMONED to answer the complaint to this action and to serve a copy of your answer, or, if the complaint is not served with this summons, to serve a notice of appearance, on the Plaintiff's Attorney(s) within 20 days after the service of this summons, exclusive of the day of service (or within 30 days after the service is complete if this summons is not personally delivered to you within the State of New York); and in case of your failure to appear or answer, judgment will be taken against you by default for the relief demanded in the complaint.

Dated: December 24, 2009

Vanessa R. Elliott, Esq.
Counsel for Plaintiff
BEATTIE PADOVANO, LLC
50 Chestnut Ridge Road
Montvale, NJ 07645
(201) 573-1810 (tel)
Attorney's Residence Address:
1 Old Dominion Road
P.O. Box 136
Blooming Grove, NY 10914

SUPREME COURT OF THE STATE OF NEW YORK
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WORLD COLOR (USA) CORP. fka QUEBECOR
WORLD,

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-against-

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VERIFIED COMPLAINT

Plaintiff World Color (USA) Corp. fka Quebecor World, for its Verified Complaint against Defendants John McAuliffe, Micheal DeSisto, Compendium Systems, and Beauty Handbook, states as follows:

The Parties

1. Plaintiff World Color (USA) Corp. fka Quebecor World is a Delaware corporation registered to do business in the State of New York.
2. Upon information and belief, defendant John McAuliffe is an individual residing or having an address at 346 North Main Street, Port Chester, New York 10573 in the County of Westchester.
3. Upon information and belief, defendant John McAuliffe does business in the State of New York under the trade names Compendium Systems, Beauty Handbook, and Teen Beauty.
4. Upon information and belief, defendant John McAuliffe is an owner of Compendium Systems aka Beauty Handbook and Teen Beauty.

RECEIVED
DEC 2 2009
TIMOTHY J. H. JUDGE
COUNTY OF WESTCHESTER

5. Upon information and belief, defendant Michael DeSisto is an individual residing or having an address at 346 North Main Street, Port Chester, New York 10573 in the County of Westchester.

6. Upon information and belief, defendant Michael DeSisto does business in the State of New York under the trade names Compendium Systems, Beauty Handbook, and Teen Beauty.

7. Upon information and belief, defendant Michael DeSisto is an owner of Compendium Systems dba Beauty Handbook and Teen Beauty.

8. Upon information and belief, defendant Compendium Systems is not registered to do business in the State of New York.

9. Upon information and belief, defendant Compendium Systems does business under the trade names Beauty Handbook and Teen Beauty.

The Facts

10. Plaintiff World Color (USA) Corp. is a provider of printing services.

A. The November 2007 Orders

11. In or about August 2007, defendants John McAuliffe and/or Michael DeSisto on behalf of themselves and on behalf of Compendium Systems and Beauty Handbook requested that plaintiff provide printing services for the printing of 59,200 copies of a 104-page handbook and 510,000 copies of a Rite Aid insert.

12. In response to defendants' order, plaintiff printed and shipped to defendants the requested materials at a cost of \$75,953.05 for set-up and printing and at a cost of \$9,876.99 and \$630.00 for shipping and extra freight charges.

13. In connection therewith, plaintiff issued to defendant Compendium Systems invoice number 662281 and invoice number 662283, both dated November 3, 2007 and invoice number 672155 dated December 26, 2007 in the total amount of \$86,460.04.

14. Payment was due on invoice 662281 in the amount of \$75,953.05 dated November 3, 2007 by not later than 45 days after its issuance with interest accruing thereafter at the contractually agreed rate of 1.5% per month. Interest through December 17, 2009 equals \$27,343.10 and continues to accrue.

15. Payment was due on invoice 662283 in the amount of \$9,876.99 dated November 3, 2007 by not later than 15 days after its issuance with interest accruing thereafter at the contractually agreed rate of 1.5% per month. Interest through December 17, 2009 equals \$1,777.86 and continues to accrue.

16. Payment was due on invoice 672155 in the amount of \$630.00 dated December 26, 2007 by not later than 15 days after its issuance with interest accruing thereafter at the contractually agreed rate of 1.5% per month. Interest through December 17, 2009 equals \$219.65 and continues to accrue.

B. The December 2007 Orders

17. In or about December 2007, defendants John McAuliffe and/or Michael DeSisto on behalf of themselves and on behalf of Compendium Systems and Beauty Handbook requested that plaintiff provide printing services for the printing of 15,000 9x12 envelopes and 7,000 beauty bulletins.

18. In response to defendants' order, plaintiff printed and shipped to defendants the requested envelopes and bulletins at a cost of \$1,170.00 for the envelopes and \$5,250.00 for the

bulletins.

19. Plaintiff issued to defendant Compendium Systems invoice number 152726 for the envelopes and invoice number 152705 for the bulletins, both dated December 20, 2007 in the total amount of \$6,420.00.

20. Payment was due on invoice 152726 in the amount of \$1,170.00 dated December 20, 2007 by not later than 45 days after its issuance with interest accruing thereafter at the contractually agreed rate of 1.5% per month. Interest through December 17, 2009 equals \$394.08 and continues to accrue.

21. Payment was due on invoice 152705 in the amount of \$5,250.00 dated December 20, 2007 by not later than 45 days after its issuance with interest accruing thereafter at the contractually agreed rate of 1.5% per month. Interest through December 17, 2009 equals \$1,768.32 and continues to accrue.

C. The February 2008 Orders

22. In or about February 2008, defendants John McAuliffe and/or Michael DeSisto on behalf of themselves and on behalf of Compendium Systems and Beauty Handbook requested that plaintiff provide printing services for the printing of 49,150 copies of a 104-page handbook.

23. In response to defendants' order, plaintiff printed and shipped to defendants the requested materials at a cost of \$37,016.25 for set-up and printing and at a cost of \$5,730.19 for shipping and freight charges.

24. In connection therewith, plaintiff issued to defendant Compendium Systems invoice number 680203 and invoice number 680204, both dated February 2, 2008 in the total amount of \$42,746.44.

25. Payment was due on invoice 680203 in the amount of \$37,016.25 dated February 2, 2008 by not later than 45 days after its issuance with interest accruing thereafter at the contractually agreed rate of 1.5% per month. Interest through December 17, 2009 equals \$11,701.19 and continues to accrue.

26. Payment was due on invoice 680204 in the amount of \$5,730.19 dated February 2, 2008 by not later than 15 days after its issuance with interest accruing thereafter at the contractually agreed rate of 1.5% per month. Interest through December 17, 2009 equals \$1,811.36 and continues to accrue.

D. The March 2008 Orders

27. In or about March 2008, defendants John McAuliffe and/or Michael DeSisto on behalf of themselves and on behalf of Compendium Systems and Beauty Handbook requested that plaintiff provide printing services for the printing of 90,000 copies of a 120-page handbook.

28. In response to defendants' order, plaintiff printed and shipped to defendants the requested materials at a cost of \$11,533.00 and \$68,908.60 for set-up and printing and at a cost of \$11,282.26 and \$161.86 for shipping and freight charges.

29. In connection therewith, plaintiff issued to defendant Compendium Systems invoice number 40216960 dated March 13, 2008, and invoice number 689313 and invoice number 689314 both dated March 17, 2008 in the total amount of \$91,885.72.

30. Payment was due on invoice 40216968 in the amount of \$11,694.86 dated March 13, 2008 by not later than 45 days after its issuance with interest accruing thereafter at the contractually agreed rate of 1.5% per month. Interest through December 17, 2009 equals \$3,460.39 and continues to accrue.

31. Payment was due on invoice 689313 in the amount of \$68,908.60 dated March 17, 2008 by not later than 45 days after its issuance with interest accruing thereafter at the contractually agreed rate of 1.5% per month. Interest through December 17, 2009 equals \$19,301.96 and continues to accrue.

32. Payment was due on invoice 689314 in the amount of \$11,282.26 dated March 17, 2008 by not later than 15 days after its issuance with interest accruing thereafter at the contractually agreed rate of 1.5% per month. Interest through December 17, 2009 equals \$3,310.50 and continues to accrue.

33. In or about March 2008, defendants John McAuliffe and/or Michael DeSisto on behalf of themselves and on behalf of Compendium Systems and Beauty Handbook requested that plaintiff provide printing services for the printing of 505,747 copies of an 8-piece coupon booklet for CVS Beauty Guides.

34. In response to defendants' order, plaintiff printed and shipped to defendants the requested materials at a cost of \$15,096.80 for set-up, printing, shipping and freight.

35. In connection therewith, plaintiff issued to defendant Compendium Systems invoice number 1317055584 dated March 18, 2008 in the total amount of \$15,096.80.

36. Payment was due on invoice 1317055584 in the amount of \$15,096.80 dated March 18, 2008 by not later than 30 days after its issuance with interest accruing thereafter at the contractually agreed rate of 1.5% per month. Interest through December 17, 2009 equals \$5,211.49 and continues to accrue.

E. The Total Amount Due on the Account Stated

37. The total principal amount due to plaintiff for all outstanding invoices

\$242,609.00 plus interest from the date that payment was due.

38. The total interest due as of December 17, 2009 is \$76,080.25. Interest continues to accrue at the contractually agreed rate of 1.5% per month.

39. Prior to making these requests for printing services, defendants John McAuliffe and Michael DeSisto completed a credit application agreeing to be personally liable for orders placed by them on behalf of the companies and trade names identified on the credit application.

40. Plaintiff has demanded payment on the above-identified invoices but defendants have failed and refused to pay for the materials ordered, printed and shipped to defendants without just cause or excuse.

Count I
Breach of Contract/Account Stated

41. Plaintiff repeats the allegations of paragraphs 1 through 40 of the complaint as if fully restated here.

42. Plaintiff and defendants had an agreement whereby defendants agreed to pay plaintiff for the services rendered and products produced as invoiced.

43. Defendants have breached their agreement with plaintiff by failing to pay plaintiff for the invoices issued by plaintiff for goods ordered, shipped, and received.

44. Plaintiff has invoiced defendants for the goods and services provided and defendants have failed and refused to pay same without just cause or excuse.

45. Plaintiff has been injured by defendants' breach and their failure to pay the account stated.

WHEREFORE, plaintiff World Color (USA) Corp. respectfully requests that this Court

enter judgment in plaintiff's favor and against defendants John McAuliffe, Michael DiSoto, Compendium Systems, and Beauty Handbook in the principal amount of \$242,609 plus interest at the contractually agreed rate of 1.5% per month (18% per annum), plus attorneys' fees and costs, and that the Court grant such other and further relief as the Court deems just and proper.

Count II
Quantum Meruit

46. Plaintiff repeats the allegations of paragraphs 1 through 45 of the complaint as if fully restated here.

47. Plaintiff is entitled to be paid for the reasonable value of its services and products manufactured and shipped to defendants as reflected in its invoices.

WHEREFORE, plaintiff World Color (USA) Corp. respectfully requests that this Court enter judgment in plaintiff's favor and against defendants John McAuliffe, Michael DiSoto, Compendium Systems, and Beauty Handbook in the principal amount of \$242,609 plus interest at the contractually agreed rate of 1.5% per month (18% per annum), plus attorneys' fees and costs, and that the Court grant such other and further relief as the Court deems just and proper.

Count III
Unjust Enrichment

48. Plaintiff repeats the allegations of paragraphs 1 through 47 of the complaint as if fully restated here.

49. Defendants have been unjustly enriched by plaintiff's goods and services.

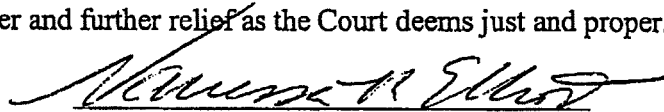
50. Plaintiff produced these goods and shipped these products in reliance upon defendants' promise to pay for same.

51. Plaintiff is entitled to be paid for the goods and services provided to defendants.

52. If payment is not made by defendants, defendants will be unjustly enriched at the expense of plaintiff.

WHEREFORE, plaintiff World Color (USA) Corp. respectfully requests that this Court enter judgment in plaintiff's favor and against defendants John McAuliffe, Michael DiSoto, Compendium Systems, and Beauty Handbook in the principal amount of \$242,609 plus interest at the contractually agreed rate of 1.5% per month (18% per annum), plus attorneys' fees and costs, and that the Court grant such other and further relief as the Court deems just and proper.

December 18, 2009



Vanessa R. Elliott, Esq.
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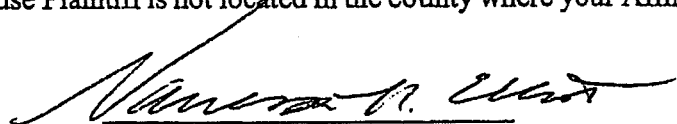
Defendant.

Index No.

VERIFICATION

Vanessa R. Elliott, an attorney admitted to practice in the Courts of New York, hereby affirms that the following statements are true, under the penalties of perjury:

I am associated with the firm of Beattie Padovano, LLC, attorneys for Plaintiff World Color (USA) Corp. fka Quebecor World. I have read the foregoing Verified Complaint and reviewed same with plaintiff. Based upon my review with plaintiff, the same is true to the best of my own knowledge, except as to the matters stated therein to be alleged upon information and belief, and as to those matters, I believe them to be true. This verification is made by me and not by said Plaintiff pursuant to CPLR § 3020(d)(3) because Plaintiff is not located in the county where your Affirmant maintains her office.



Vanessa R. Elliott, Esq.
Counsel for Plaintiff World Color (USA) Corp.
BEATTIE PADOVANO, LLC
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