

SECURITIES AND EXCHANGE COMMISSION

FORM SC 13D

Schedule filed to report acquisition of beneficial ownership of 5% or more of a class of equity securities

Filing Date: **2001-10-09**
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SUBJECT COMPANY

LEAPNET INC

CIK: **1015665** | IRS No.: **364079500** | State of Incorporation: **DE** | Fiscal Year End: **1231**
Type: **SC 13D** | Act: **34** | File No.: **005-50191** | Film No.: **1755256**
SIC: **7311** Advertising agencies

Business Address
420 W HURON ST
CHICAGO IL 60610
3124940300

FILED BY

FIGLIULO ROBERT M

CIK: **1160488**
Type: **SC 13D**

Mailing Address
420 WEST HURON AVENUE
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3125282400

SECURITIES AND EXCHANGE COMMISSION
WASHINGTON, D.C. 20549

SCHEDULE 13D
(RULE 13d-101)

INFORMATION TO BE INCLUDED IN STATEMENTS FILED PURSUANT
TO RULE 13d-1(a) AND AMENDMENTS THERETO FILED PURSUANT TO
RULE 13d-2(a)

Leapnet, Inc.

(Name of Issuer)

Common Stock (Par Value \$.01 Per Share)

(Title of Class of Securities)

521864207

(CUSIP Number)

Donald E. Figliulo, Esq.
Wildman, Harrold, Allen & Dixon
225 West Wacker Drive, Suite 2800
Chicago, Illinois 60606-1229
(312) 201-2000

(Name, Address and Telephone Number of Person
Authorized to Receive Notices and Communications)
September 26, 2001

(Date of Event which Requires Filing of this Statement)

If the filing person has previously filed a statement on Schedule 13G to report the acquisition that is the subject of this Schedule 13D, and is filing this schedule because of Rule 13d-1(e), 13d-1(f) or 13d-1(g), check the following box [].

(Continued on following pages)

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(1) NAME OF REPORTING PERSONS
I.R.S. IDENTIFICATION NOS. OF ABOVE PERSONS (ENTITIES ONLY)

Robert M. Figliulo

(2) CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP

(a) / /

(b) / /

(3) SEC USE ONLY

(4) SOURCE OF FUNDS*

PF

(5) CHECK BOX IF DISCLOSURE OF LEGAL PROCEEDINGS IS
REQUIRED PURSUANT TO ITEMS 2(d) or 2(e)

N/A / /

(6) CITIZENSHIP OR PLACE OF ORGANIZATION

United States

NUMBER OF SHARES
BENEFICIALLY OWNED
BY EACH REPORTING
PERSON WITH

(7)

SOLE VOTING POWER

517,777

(8)

SHARED VOTING POWER

0

(9)

SOLE DISPOSITIVE POWER

517,777

0

(11) AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON

517,777

(12) CHECK BOX IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES*

/ /

(13) PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11)

8.9%

(14) TYPE OF REPORTING PERSON*

IN

* SEE INSTRUCTIONS BEFORE FILLING OUT

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(1) NAME OF REPORTING PERSONS
I.R.S. IDENTIFICATION NOS. OF ABOVE PERSONS (ENTITIES ONLY)

David A. Figliulo

(2) CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP

(a) / /

(b) / /

(3) SEC USE ONLY

(4) SOURCE OF FUNDS*

PF

(5) CHECK BOX IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEMS 2(d) or 2(e)

N/A / /

(6) CITIZENSHIP OR PLACE OF ORGANIZATION

United States

NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH	(7)	SOLE VOTING POWER
		357,131

	(8)	SHARED VOTING POWER
		0

	(9)	SOLE DISPOSITIVE POWER
		357,131

	(10)	SHARED DISPOSITIVE POWER
		0

(11) AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH
REPORTING PERSON

357,131

(12) CHECK BOX IF THE AGGREGATE AMOUNT IN ROW (11)
EXCLUDES CERTAIN SHARES*

/ /

(13) PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11)

6.1%

(14) TYPE OF REPORTING PERSON*

IN

* SEE INSTRUCTIONS BEFORE FILLING OUT

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ITEM 1. SECURITY AND ISSUER

This statement on Schedule 13D (this "Schedule 13D") relates to the

Common Stock, Par Value \$.01 Per Share (the "Common Stock") of Leapnet, Inc., a Delaware corporation (the "Issuer"). The Issuer's principal executive offices are located at 420 West Huron Street, Chicago, Illinois 60610.

ITEM 2. IDENTITY AND BACKGROUND

This Schedule 13D is being filed by Robert M. Figliulo and David A. Figliulo, hereafter collectively referred to as the "Reporting Persons".

1. ROBERT M. FIGLIULO. Mr. Figliulo is Chairman of the Board and Chief Executive Officer of the Issuer. Mr. Figliulo's business address is 420 West Huron Street, Chicago, Illinois 60610. Mr. Figliulo is a U.S. citizen.

2. DAVID A. FIGLIULO. Mr. Figliulo is a board member and Vice-President--Sales of the Issuer. Mr. Figliulo's business address is 420 West Huron Street, Chicago, Illinois 60610. Mr. Figliulo is a U.S. citizen.

During the last five years, neither of the Reporting Persons has been convicted in a criminal proceeding (excluding traffic violations or similar misdemeanors) or has been party to a civil proceeding of a judicial or administrative body of competent jurisdiction and as a result of such proceeding was or is subject to a judgment, decree, or final order, enjoining future violations of, or prohibiting or mandating activities subject to, Federal or state securities laws or finding any violation with respect to such laws.

ITEM 3. SOURCE AND AMOUNT OF FUNDS OR OTHER CONSIDERATION

All prior acquisitions of Common Stock by the Reporting Persons were made using personal funds or were in connection with the merger of SPR, Inc. with the Issuer in May 2000. Each share of SPR, Inc. common stock was converted into approximately 1.085 shares of Common Stock in such merger.

ITEM 4. PURPOSE OF THE TRANSACTION.

The Reporting Persons may evaluate various possible alternatives with respect to their investment in the Common Stock, including alternatives intended to increase shareholder value in the Common Stock. Although no course of action has presently been decided upon, the Reporting Persons may consider possible courses of action with respect to the Issuer, including some or all of those set forth in clauses (a) through (j) of Item 4 of the Schedule 13D form.

The Reporting Persons intend to review, from time to time, the possible courses of action referred to above and to take such action with respect to the Issuer as they consider desirable in light of the circumstances then prevailing. They also may determine to hold shares of the Common Stock as an investment or to dispose of all or a portion of such shares.

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During the week of September 24, 2001, the Reporting Persons entered into discussions with Mickelberry Communications Incorporated, a Delaware corporation ("Mickelberry"), about various possible alternatives with respect to their investment in the Common Stock. Although no course of action has presently been decided upon, the Reporting Persons are considering a possible course of action which would result in a sale of a material amount of the assets of the Issuer to certain members of management, a material change in the Issuer's business and a change in the present board of directors and management of the Issuer and may consider some or all of the actions set forth in clauses (a) through (j) of Item 4 of the Schedule 13D form.

On September 26, 2001, the Reporting Persons, together with Mickelberry began discussions with the board of directors of the Issuer and committees thereof relating to the possible courses of actions described in the preceding paragraph.

ITEM 5. INTEREST IN SECURITIES OF THE ISSUER.

The information set forth, or incorporated by reference, in Items 4 and 6 is hereby incorporated by reference.

(a) The aggregate percentage of the Common Stock reported owned by the Reporting Persons named herein is based upon 5,840,992 shares of Common Stock outstanding, which is the total number of shares of Common Stock outstanding as reported in the Issuer's Quarterly Report on Form 10-Q for the fiscal quarter ended June 30, 2001.

The Reporting Persons collectively own 874,908 shares of Common Stock, constituting approximately 15.0% of the shares of Common Stock outstanding.

Robert Figliulo beneficially owns 517,777 shares of Common Stock, constituting approximately 8.9% of the shares of Common Stock outstanding. This includes 119,177 shares owned by the Robert M. Figliulo Grantor Retained Annuity Trust, for which Robert Figliulo serves as sole trustee and has sole investment and voting discretion, includes 53,995 shares owned by Figliulo Family Associates II L.P., a Delaware limited partnership, for which partnership Robert Figliulo is a general partner and serves as trustee and has sole investment and voting discretion, and includes 13,020 shares owned by the Robert M. and Kim M. Figliulo Family Foundation, for which Robert Figliulo serves as trustee and has sole investment and voting discretion.

David Figliulo has sole beneficial ownership of 357,131 shares of Common Stock, constituting approximately 6.1% of the shares of Common Stock outstanding. This includes 108,443 shares owned by the David A. Figliulo Grantor Retained Annuity Trust, for which David Figliulo serves as sole trustee and has sole investment and voting discretion. This does not include an aggregate of 12,138 shares held by the Figliulo Family Associates, L.P., a Delaware limited partnership, of which partnership Mr. Figliulo is a general partner. Mr. Figliulo disclaims beneficial ownership of such shares.

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(b) Except as set forth above, each of the Reporting Persons has the sole power to vote and the sole power to dispose or to direct the disposition of the Common Stock reported for it, him or her in this Schedule 13D.

(c) No transactions in the Common Stock have been effected during the past sixty days by the Reporting Persons.

(d) Not applicable.

(e) Not applicable.

ITEM 6. CONTRACTS, ARRANGEMENTS, UNDERSTANDINGS OR RELATIONSHIPS WITH RESPECT TO SECURITIES OF THE ISSUER

The information set forth, or incorporated by reference, in Items 4 and 5 is hereby incorporated by reference.

On September 26, 2001, the Reporting Persons, SPRI Ltd., a Delaware corporation, Mickelberry Communications Incorporated, a Delaware corporation ("Mickelberry") and James C. Marlas entered into a Standstill Agreement (the "Standstill Agreement"), pursuant to which Mickelberry and Mr. Marlas agreed, among other things, not to, directly or indirectly, engage in certain transactions with respect to the Common Stock or take certain actions to influence the Issuer. A copy of the Standstill Agreement is attached hereto as Exhibit 2 and is incorporated herein by reference.

Except as described in this Schedule 13D, the Reporting Persons do not presently have any other material contracts, arrangements, understandings or relationships (legal or otherwise) with respect to any securities of the Issuer.

ITEM 7. MATERIAL TO BE FILED AS EXHIBITS.

Exhibit 1 - Joint Filing Agreement

Exhibit 2 - Standstill Agreement

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SIGNATURES

After reasonable inquiry and to the best of his or its knowledge and belief, the undersigned certifies that the information set forth in this statement is true, complete and correct.

Dated: October 8, 2001

/s/ Robert M. Figliulo

Robert M. Figliulo

/s/ David A. Figliulo

David A. Figliulo

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INDEX OF EXHIBITS

Exhibit No. -----	Description -----
1	Joint Filing Agreement
2	Standstill Agreement

Exhibit 1

JOINT FILING AGREEMENT

Robert M. Figliulo and David A. Figliulo each hereby agrees, in accordance with Rule 13d-1(k) under the Securities Exchange Act of 1934, that the Schedule 13D filed herewith, and any amendments thereto, relating to the shares of Common Stock, Par Value \$0.01 per Share, of Leapnet, Inc. is, and will be, jointly filed on behalf of each such person and further agree that this Joint Filing Agreement be included as an exhibit to such joint filings. In evidence thereof, the undersigned hereby execute this Agreement as of the date set forth below.

Dated: October 8, 2001

/s/ Robert M. Figliulo

Robert M. Figliulo

/s/ David A. Figliulo

David A. Figliulo

STANDSTILL AGREEMENT

This STANDSTILL AGREEMENT (this "Agreement") is dated as of September 26, 2001 among Mickelberry Communications Incorporated, a Delaware corporation, and James C. Marlas (collectively, the "Mickelberry Stockholders"), and Robert Figliulo, David Figliulo and SPRI, Ltd. (collectively, the "Management Stockholders").

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

SECTION 1. DEFINITIONS. In addition to the terms defined elsewhere herein, when used herein the following terms shall have the meanings indicated:

"AFFILIATE" of a Person means any other Person controlling, controlled by or under common control with such Person, whether by ownership of voting securities, by contract or otherwise.

"BOARD" means the Company's Board of Directors.

"COMMON STOCK" means the Company's common stock, par value \$.01 per share.

"COMPANY" means Leapnet, Inc., a Delaware corporation.

"OWNERSHIP PERCENTAGE" means at any time, the ratio expressed as a percentage of (i) the total number of shares of Common Stock beneficially owned by the Mickelberry Stockholders to (ii) the total number of shares of outstanding Common Stock, calculated on a fully-diluted basis.

"PERSON" means any individual, corporation, partnership, firm, joint venture, association, limited liability company, joint-stock company, trust, unincorporated organization, governmental or regulatory body or other legal entity.

"PERMITTED OWNERSHIP LIMIT" means the number of shares of Common Stock representing an Ownership Percentage of 20%.

"SPECIAL COMMITTEE" means any special committee formed or appointed by the Board for the purpose of considering the SPRI Proposal.

"SPRI" means SPRI, Ltd., a Delaware corporation.

"SPRI PROPOSAL" means any proposal submitted to the Company by the Management Stockholders prior to November 30, 2001, seeking, offering or proposing to effect, (i) any acquisition of any securities (or beneficial ownership thereof) or assets of the Company, or any

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of its subsidiaries; (ii) any tender or exchange offer or merger or other business combination involving the Company or any of its subsidiaries, (iii) any recapitalization, restructuring, liquidation, dissolution or other extraordinary transaction with respect to the Company or any of its subsidiaries or (iv) any "solicitation" of "proxies" (as such terms are used in the proxy rules of the Securities and Exchange Commission) or consents to vote any voting securities of the Company.

"SUBSIDIARY" means, with respect to any Person, any other Person of which at least a majority of the outstanding shares or other equity interests having ordinary voting power for the election of directors or comparable managers of such Person are owned, directly or indirectly, by the first Person or one or more Subsidiaries of such first Person.

SECTION 2. STANDSTILL AGREEMENT. The Mickelberry Stockholders, including its Affiliates, agree that until this Agreement is terminated in accordance with Section 3 hereof, they will not in any manner, directly or indirectly, (a) bid for or acquire any securities of the Company (or beneficial ownership thereof) in excess of the Permitted Ownership Limit; (b) effect or seek, offer or propose (whether publicly or otherwise) to effect, or cause or participate in or in any way assist any other person to effect or seek, offer or propose (whether publicly or otherwise) to effect or participate in, (i) any acquisition of any securities (or beneficial ownership thereof) in excess of the Permitted Ownership Limit or assets of the Company, or any of its subsidiaries, except as contemplated in the SPRI Proposal; (ii) any tender or exchange offer or merger or other business combination involving the Company or any of its subsidiaries, (iii) any recapitalization, restructuring, liquidation, dissolution or other extraordinary transaction with respect to the Company or any of its subsidiaries or (iv) any "solicitation" of "proxies" (as such terms are used in the proxy rules of the Securities and Exchange Commission) or consents to vote any voting securities of the Company, except in favor of the SPRI Proposal, (c) form, join or in any way participate in a "group" (as defined under the Securities Exchange Act of 1934, as amended), with respect to the securities of the Company, except as contemplated by this Agreement and the transactions contemplated hereby, (d) otherwise act, alone or in concert with others, to seek to control or influence the management, Board or policies of the Company, (other than acting as a shareholder or director in the ordinary course), (e) take any action (other than as required by the Securities Exchange Act of 1934, as amended) which might force the Company to make a public announcement regarding any of the types of matters set forth in (a) through (d) above, (f) advise, assist or encourage any other persons in connection with the foregoing, or (g) enter into any discussions or arrangements with any third party (other than the Board, any committee of the Board or any representative of

the Company) with respect to any of the foregoing.

SECTION 3. TERMINATION.

(a) In the event the SPRI Proposal is rejected by the Special Committee, this Agreement will terminate ninety (90) days after such rejection;

(b) In the event the SPRI Proposal is not rejected but the related SPRI contract is not executed by the Company within sixty (60) days after the date of this Agreement, this Agreement will terminate ninety (90) days after the expiration of such sixty (60) days;

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(c) In the event the related SPRI contract is signed by the Company within ninety (90) days after the date of this Agreement, this Agreement will terminate (i) sixty (60) business days after the date such contract is terminated according to its terms, or (ii) on the date the transactions contemplated by such contract (as it may be amended) are consummated.

(d) Notwithstanding any other provision of this Agreement, if the Board approves a transaction with any person other than the Management Stockholders or the Mickelberry Stockholders, or their respective Affiliates that would result in such person beneficially owning 25% or more of the Common Stock of the Company or any securities convertible into Common Stock of the Company, or any options, warrants or other rights to acquire Common Stock of the Company (or a successor to the Company in a merger, consolidation transaction, reorganization or any similar transaction) or all or substantially all of its assets, or any person or "group" (as defined in the Securities Exchange Act of 1934, as amended) has commenced or publicly announced its intention to commence a tender offer for 25% or more of the outstanding Common Stock of the Company or any securities convertible into Common Stock of the Company, or any options, warrants or other rights to acquire Common Stock of the Company or (i) the Company shall commence any case, proceeding or other action (A) under any existing or future law of any jurisdiction, domestic or foreign, relating to bankruptcy, insolvency, reorganization or relief of debtors, seeking to have an order for relief entered with respect to it, or seeking to adjudicate it a bankrupt or insolvent, or seeking reorganization, arrangement, adjustment, winding-up, liquidation, dissolution, composition or other relief with respect to it or its debts, or (B) seeking appointment of a receiver, trustee, custodian, conservator or other similar official for it or for all or any substantial part of its assets, or the Company shall make a general assignment for the benefit of its creditors; or (ii) there shall be commenced against the Company any case, proceeding or other action of a nature referred to in clause (i) above that (A) results in the entry of an order for relief or any such adjudication or appointment or (B) remains undismissed, undischarged or unbonded for a period of 60 days; or (iii) there shall be commenced against the Company any case, proceeding or other action seeking issuance of a warrant of attachment, execution, distraint or similar process against all or any substantial part of its assets that results in the entry of an order for any

such relief that shall not have been vacated, discharged or stayed or bonded pending appeal within 60 days from the entry thereof; or (iv) the Company shall take any action in furtherance of, or indicating its consent to, approval of, or acquiescence in, any of the acts set forth in clause (i), (ii), or (iii) above, then this Agreement shall terminate immediately.

(e) In the event the Mickelberry Stockholders are no longer in discussions about the SPRI Proposal with the Management Stockholders, the Company or the Board, this Agreement will terminate sixty (60) days after such termination of discussions.

SECTION 4. AMENDMENT AND WAIVER. Except as otherwise provided herein, no amendment or waiver of any provision of this Agreement shall be effective unless such amendment or waiver is approved in writing by the Mickelberry Stockholders and the Management Stockholders. The failure of any party to enforce any provision of this Agreement shall not be construed as a waiver of such provision and shall not affect the right of such party thereafter to enforce each provision of this Agreement in accordance with its terms.

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SECTION 5. SEVERABILITY. If any provision of this Agreement is held to be invalid, illegal or unenforceable in any respect under any applicable law or rule in any jurisdiction, such invalidity, illegality or unenforceability shall not affect any other provision or any other jurisdiction, but this Agreement shall be reformed, construed and enforced in such jurisdiction as if such invalid, illegal or unenforceable provision had never been contained herein.

SECTION 6. ENTIRE AGREEMENT. Except as otherwise expressly set forth herein, this document embodies the complete agreement and understanding among the parties hereto with respect to the subject matter hereof and supersedes and preempts any prior understandings, agreements or representations by or among the parties, written or oral, which may have related to the subject matter hereof in any way.

SECTION 7. SUCCESSORS AND ASSIGNS. Except as otherwise provided in this Section 7, this Agreement shall bind and inure to the benefit of and be enforceable by the Mickelberry Stockholders and the Management Stockholders and their respective permitted successors and assigns so long as such Mickelberry Stockholders and the Management Stockholders and their respective permitted successors and assigns hold Common Stock.

SECTION 8. COUNTERPARTS. This Agreement may be executed in separate counterparts each of which shall be an original and all of which taken together shall constitute one and the same agreement.

SECTION 9. GOVERNING LAW. The corporate law of Delaware shall govern

all issues concerning the relative rights of the Company and its stockholders. All other questions concerning the construction, validity and interpretation of this Agreement shall be governed by the internal law, and not the law of conflicts, of Delaware.

SECTION 10. DESCRIPTIVE HEADINGS. The descriptive headings of this Agreement are inserted for convenience only and do not constitute a part of this Agreement.

SECTION 11. SPECIFIC PERFORMANCE. The parties hereto agree that irreparable damage would occur in the event any provision of this Agreement was not performed in accordance with the terms hereof and that the parties shall be entitled to specific performance of the terms hereof, in addition to any other remedy at law or in equity.

[END OF PAGE]
[SIGNATURE PAGES FOLLOW]

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IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above written.

MICKELBERRY STOCKHOLDERS:

MICKELBERRY COMMUNICATIONS INCORPORATED

By: /s/ Gregory J. Garville

Name: Gregory J. Garville

Title: President and Chief Operating Officer

/s/ James C. Marlas

JAMES C. MARLAS

MANAGEMENT STOCKHOLDERS:

/s/ Robert Figliulo

ROBERT FIGLIULO

/s/ David Figliulo

DAVID FIGLIULO

SPRI, LTD.

By: /s/ Robert Figliulo

Name: Robert Figliulo
Title: President