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2007 MAY

(Rev. 2/09/04)
CCG 0066

Lis Pendens Notice

Doc#: 0715026272 Fee: \$34.00
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 05/30/2007 03:59 PM Pg: 1 of 6

IN THE CIRCUIT COURT OF
COOK COUNTY, ILLINOIS

BRET BROADDUS

Plaintiff

v.

JOSEPH J. REINA

Defendant

No. 07 L 5508

LIS PENDENS NOTICE

I, the undersigned, do hereby certify that the above entitled cause was filed in the Circuit Court of Cook County on the 29th day of May, 2007 and is now pending in the Court and that the property affected by the cause is described as follows:

Address: 5109 West Lake Street, Cook County
PIN Number: 15-05-103-021-0000
Legal Description: See attachment

in Cook County, Illinois.

Atty. No.: 27632
Name: Gregory A. Adamski/Adamski & Conti
Atty. for: Plaintiff
Address: 100 N. LaSalle St. Suite 1720
City/State/Zip: Chicago, Illinois 60602
Telephone: 312.332-7800

DOROTHY BROWN, CLERK OF THE CIRCUIT COURT OF COOK COUNTY, ILLINOIS

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

BRET BROADDUS,)	
)	
Plaintiff,)	07 L
)	
v.)	
)	
JOESPH J. REINA,)	JURY TRIAL DEMANDED
)	
Defendant.)	

COMPLAINT

Plaintiff Bret Broaddus, by his attorney, complains against defendant Joseph J. Reina and states that:

COUNT I: BREACH OF CONTRACT

1. This action is brought for breach of oral contract and for quantum meruit.

2. Plaintiff Bret Broaddus is an individual and resides in Chicago, Cook County, Illinois. Mr. Broaddus was and is a licensed real estate broker.

3. Defendant Joseph J. Reina is an individual and resides in Chicago, Cook County, Illinois. Mr. Reina is a real estate investor and developer.

4. On June 26, 2001, Mr. Broadus and Mr. Reina entered into a written contract relative to the acquisition of the GM facility at 2600 S. 25th Avenue, Broadview, Illinois. The written contract is attached as Exhibit A.

5. Pursuant to the June 26, 2001 written contract, Mr. Reina agreed to pay Mr. Broadus certain commissions for the

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acquisition of the GM facility and further agreed to work with Mr. Broaddus to list the following properties ("the Subject Properties"): Washington Commons, Washington Square, Gardner Place, Melrose Place, Elwood Industrial, Washington Centre, Broadview Place, and Armitage Place, all of which comprise 27 separate real estate parcels located in Cook County, Illinois with a total aggregate value of more than \$60,000,000.

6. In 2001, Mr. Reina and Mr. Broaddus orally agreed to the following contractual terms concerning the Subject Properties:

- (a) Mr. Broaddus would market the Subject Properties.
- (b) If and when any of the Subject Properties sold, Mr. Reina would pay Mr. Broaddus a 2% commission on each property sold.

7. At various times in 2002, 2003 and 2004, Mr. Reina and Mr. Broaddus orally reaffirmed their 2001 oral contract.

8. Mr. Broaddus actively marketed the Subject Properties.

9. Mr. Reina is about to sell the Subject Properties.

10. Mr. Broaddus was the procuring cause of the sale of the Subject Properties.

11. Mr. Broaddus completed his obligations under the oral contract

12. Upon information and belief, Mr. Reina intends not to pay Mr. Broaddus his 2% commission on the Subject Properties.

13. This constitutes a breach of the 2001 oral contract

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that was orally reaffirmed at various times in 2002, 2003, and 2004.

14. As a direct and proximate result of Mr. Reina's breach of the oral contract, Mr. Broaddus is damaged in his person and in his property in an amount in excess of \$100,000, to be determined by a jury at trial.

15. Mr. Reina's conduct is wilful and vexatious.

16. Mr. Broaddus is entitled to prejudgment interest.

WHEREFORE, plaintiff Bret Broaddus demands trial by jury, judgment in his favor and against defendant Joseph J. Reina in an amount in excess of \$100,000, to be determined by a jury at trial, prejudgment interest, the costs of this action, and all other appropriate relief.

COUNT II: QUANTUM MERUIT

This Count is pled in the alternative in the event that the Court determines that Mr. Broaddus' breach of oral contract is not meritorious and is otherwise not actionable.

17. By his conduct from 2001 to present, Mr. Broaddus conferred substantial benefits upon Mr. Reina.

18. Mr. Reina enjoyed and is enjoying the substantial benefits conferred upon him as a result of Mr. Broaddus' conduct from 2001 to present.

19. Mr. Broaddus is entitled to enjoy the value of the benefits that he conferred upon Mr. Reina, in an amount in excess

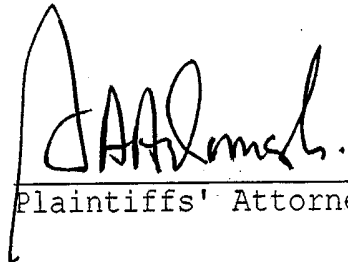
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of \$100,000, to be determined by a jury at trial.

20. Mr. Reina's conduct is wilful and vexatious.

21. Mr. Broaddus is entitled to prejudgment interest.

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Plaintiffs' Attorney

Gregory A. Adamski
Samantha R. Engel
Adamski & Conti 27632
100 N. LaSalle Street
Chicago, Illinois 60602
312.332-7800