



**IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF ILLINOIS
EASTERN DIVISION**



1004918015

CASH AMERICA NET HOLDINGS,)
LLC,)

Plaintiff,)

COMMERCIAL RESOURCES)
CONSTRUCTION COMPANY, INC.,)

Defendant.)

Doc#: 1004918015 Fee: \$40.00
Eugene "Gene" Moore
Cook County Recorder of Deeds
Date: 02/18/2010 10:54 AM Pg: 1 of 3

Case No. 09 C 05570

Judge Samuel Der-Yeghiayan

Magistrate Judge Nan R. Nolan

ORDER OF JUDGMENT

This matter coming before the Court for the entry of judgment against Defendant Commercial Resources Construction Company, Inc., all Parties given due notice, and the Court being fully advised in the premises, this Court makes the Findings of Fact and Conclusions of Law and enters its final judgment, as follows:

Findings of Fact and Conclusions of Law

1. On or about July 25, 2008, Commercial Resources Construction Company, Inc. ("CRC") and Cash America Net Holdings, LLC ("Cash America"), under its trade name "Cashnet USA," entered into an Agreement. A copy of the Agreement is attached to Plaintiff's Complaint as Exhibit 1.

2. Under the Agreement, CRC was to remodel a portion of Cash America's leased office space at 200 West Jackson Boulevard, Chicago, Illinois (the "Property"). (The work CRC was to perform under the Agreement is referred to herein as the "Project").

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3. Among its other duties and obligations under the Agreement, CRC was required to pay any and all subcontractors and material supplies it engaged to complete the Project out of the funds it received for the final contract price. (Exhibit 1, General Conditions §9.6).

4. On September 9, 2009, Cash America filed its Complaint against CRC. This Court has found that CRC was properly served under the law, and failed to respond to the Complaint. For this matter, CRC received proper notice and was afforded an opportunity to be heard. Therefore, on October 21, 2009, CRC was found to be in default.

5. Based on the evidence submitted by Cash America and the applicable law, CRC materially breached its agreement with Cash America by failing to pay subcontractors for their work on the Project.

6. As a direct and proximate result of CRC's breach, Cash America has been damaged in the following amounts:

- a. \$190,303.97 for the additional payments that Cash America has been required to pay to subcontractors;
- b. \$8,840.00 for the cost of the title policy endorsement and related indemnity bond Cash America was required to obtain;
- c. \$120.00 in filing fees to the Cook County Recorder of deeds to evidence the release of mechanics liens; and
- d. \$15,705.00 for attorneys' fees and costs Cash America has been required to incur, which amount this Court finds to be reasonable.

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Judgment

IT IS HEREBY ORDERED, DECREED AND ADJUDGED THAT:

Judgment is entered in favor of Plaintiff, Cash America Net Holdings, LLC, and against Defendant, Commercial Resources Construction Company, Inc., in the amount of \$214,968.97.

ENTER:

Samuel Der-Yeghiayan
Judge Samuel Der-Yeghiayan

Dated: November 24, 2009

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