

UNOFFICIAL COPY

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

No. 2006 CH 18821

REIDINGER ELECTRIC, INC., Plaintiff,

vs.

KAREN L. JUMP, et alia, Defendants.



Doc#: 1030656032 Fee: \$58.00
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 11/02/2010 03:28 PM Pg: 1 of 12

RELEASE OF LIS PENDENS

I certify that the attached November 14, 2008 order dismissed with prejudice the mechanic's lien foreclosure claim which was the subject of the attached March 21, 2007 Lis Pendens Notice concerning the above-captioned case filed as Document #0708039068.

Address: 1931 Mission Hills Lane, Northbrook, IL 60062

PIN: 04-18-200-011-1024

Legal Description: See attached Lis Pendens Notice.

Donald F. Spak, Attorney for Karen L. Jump

Donald F. Spak (#50988)
180 North LaSalle St. #1801
Chicago, Illinois 60601
(312) 214-1818
Attorneys for Karen L. Jump

Clerk's Office

UNOFFICIAL COPY

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

REIDINGER ELECTRIC, INC.,
 Plaintiff,

vs.

KAREN L. JUMP, et alia,
 Defendants,

KAREN L. JUMP,
 Counter-plaintiff,

vs.

REIDINGER ELECTRIC, INC.,
 Counter-defendant.

No. 2006 CH 18821

Judge Meacham

ORDER

This case came to be heard upon Karen Jump's *Motion For Summary Judgment* pursuant to §2-1005 of the Illinois Code of Civil Procedure, the plaintiff not having filed any objections, and the Court being fully advised in the premises.

The Court finds, based upon the pleadings and judicial admissions on file:

1. The plaintiff is a person engaged in the business of home repair for purposes of the Home Repair and Remodeling Act, 815 ILCS 513.
2. Defendant Karen Jump is a consumer within the meaning of the Home Repair and Remodeling Act.
3. The plaintiff contractor presents a mechanic's lien claim and a contract claim for home repairs and remodeling at the defendant's home.
4. Count I of Karen Jump's Counterclaim against the contractor complains of the contractor's violations of the Home Repair and Remodeling Act.

UNOFFICIAL COPY

5. Count II of Karen Jump's Counterclaim against the contractor complains of the contractor's unlawful practices in violation of the Illinois Consumer Fraud and Deceptive Business Practices Act.

6. Section 7 of the Mechanic's Lien Act, 770 ILCS 60/7, states that no contractor shall be allowed to enforce a mechanic's lien unless "within 4 months after completion" of work he either files suit or records his lien claim with the Recorder of Deeds.

7. The plaintiff admits having done his last work at defendant's home on or before May 25, 2004.

8. The plaintiff's lien claim was filed with the Cook County Recorder of Deeds on December 8, 2004.

9. The completion of whatever work the plaintiff performed at the defendant's home on or before May 25, 2004 was more than four months before the plaintiff's lien claim was filed with the Cook County Recorder of Deeds.

10. The contractor did not file suit to enforce the lien or record his lien claim within four months after the completion of the work, pursuant to §7 of the Mechanic's Lien Act, 770 ILCS 60/7.

11. There is no genuine issue as to the material fact that the plaintiff contractor did not timely file its mechanic's lien claim with the Recorder of Deeds pursuant to the requirements of §7 of the Mechanic's Lien Act.

12. Section 17 of the Mechanic's Lien Act, 770 ILCS 60/17(c) states: "If the court specifically finds that a lien claimant has brought an action under this Act

UNOFFICIAL COPY

without just cause or right, the court may tax the claimant the reasonable attorney's fees of the owner who contracted to have the improvements made and defended the action.”

13. Section 15 of the Home Repair and Remodeling Act states: “Prior to initiating home repair or remodeling work for over \$1,000, a person engaged in the business of home repair or remodeling shall furnish to the customer for signature a written contract or work order that states the total cost, including parts and materials listed with reasonable particularity and any charge for an estimate.”

14. The plaintiff contractor admits that it does not have written contracts or work orders signed by the defendant homeowner for remodeling or repair work at the defendant's home for work over \$1,000 except for Invoice 1889.

15. Section 30 of the Home Repair and Remodeling Act states: “It is unlawful for any person engaged in the business of home repairs and remodeling to remodel or make repairs or charge for remodeling or repair work before obtaining a signed contract or work order over \$1,000 ***.”

16. Section 20 of the Home Repair and Remodeling Act provides that any person in the business of home repair and remodeling must provide his consumer customers with the statutory consumer rights brochure described in Section 20.

17. Section 20 of the Home Repair and Remodeling Act further provides that if the contract is for \$1,000 or more, the contractor is required to obtain a signed acknowledgement form from the consumer for the statutory consumer rights brochure.

UNOFFICIAL COPY

18. The plaintiff contractor admits that he never provided defendant Jump with the statutory consumer rights brochure and did not obtain a signed acknowledgment from defendant Jump as required by Section 20 of the Home Repair and Remodeling Act.

19. The plaintiff contractor violated §15 and §30 of the Home Repair and Remodeling Act, 815 ILCS 513/15, by doing work at defendant's home before obtaining signed contracts or work orders from the defendant homeowner for work over \$1,000.

20. The plaintiff contractor violated §20 of the Home Repair and Remodeling Act, 815 ILCS 513/20, by not providing the required statutory brochure.

21. The plaintiff contractor further violated §20 of the Home Repair and Remodeling Act, 815 ILCS 513/20, by not obtaining the required signed acknowledgments from the consumer for receipt of the required statutory brochure.

22. Section 2Z of the Illinois Consumer Fraud and Deceptive Business Practices Act (the "Consumer Fraud Act"), 815 ILCS 505/2Z, states: "Any person who knowingly violates the *** Home Repair and Remodeling Act, ***, commits an unlawful practice within the meaning of [the Consumer Fraud Act]."

23. By reason of the plaintiff contractor violating §15, §20, and §30 of the Home Repair and Remodeling Act, the plaintiff contractor committed multiple unlawful practices in violation of the Consumer Fraud Act.

24. There is no genuine issue of material fact as to whether the plaintiff violated the Home Repair and Remodeling Act and the Illinois Consumer Fraud and

UNOFFICIAL COPY

Deceptive Business Practices Act, and a summary judgment as to those issues in favor of defendant, counter-plaintiff Karen Jump should be granted as a matter of law.

25. Section 10A of the Illinois Consumer Fraud and Deceptive Business Practices Act, 815 ILCS 505/10A, provides that a person who suffers actual damage as a result of a violation of the Illinois Consumer Fraud and Deceptive Business Practices Act committed by any other person may bring an action against such person, and the court in its discretion, may award actual economic damages or any other relief which the court deems proper.

26. Section 10A(c) of the Illinois Consumer Fraud and Deceptive Business Practices Act provides that the Court may grant injunctive relief where appropriate and may award, in addition to the relief provided in this Section, reasonable attorney's fees and costs to the prevailing party.

27. The defendant contractor committed multiple violations of the Illinois Consumer Fraud and Deceptive Business Practices Act.

28. The plaintiff seeks to enforce its mechanic's lien in chancery against defendant's home for allegedly unpaid charges.

29. The mechanic's lien action is a case in chancery subject to equitable defenses.

30. The general rule in Illinois is that a contractor who fails to comply with the statutory requirements of the Home Repair and Remodeling Act is guilty of unlawful practices under the Illinois Consumer Fraud and Business Practices Act

UNOFFICIAL COPY

and is precluded from recovering any amounts he claims due for work performed, in either a mechanic's lien action or a contract action.

31. The doctrine of unclean hands precludes a party from taking advantage of his own wrong.

32. The plaintiff comes before the Court with unclean hands by reason of his multiple significant statutory violations, and does not state an equitable cause of action under the Mechanic's Lien Act.

33. The plaintiff does not state an equitable cause of action for breach of contract by reason of plaintiff's violations of the Home Repair and Remodeling Act and by reason of the plaintiff's unlawful practices in violation of the Illinois Consumer Fraud and Deceptive Business Practices Act.

34. An appropriate remedy under the Illinois Consumer Fraud and Deceptive Business Practices Act would be to grant injunctive relief against the plaintiff contractor, enjoining the plaintiff contractor from proceeding further upon all its claims against the defendant.

35. Another appropriate remedy under the Illinois Consumer Fraud and Deceptive Business Practices Act would be to award actual economic damages and reasonable attorney's fees and costs to Karen Jump.

IT IS THEREFORE ORDERED:

1. Defendant Karen Jump's *Motion For Summary Judgment* is granted.
2. The plaintiff's *Complaint* to enforce its mechanic's lien claim and contract claim against the defendant is dismissed with prejudice.

UNOFFICIAL COPY

3. The plaintiff contractor is permanently enjoined from proceeding against defendant Karen Jump upon any of the plaintiff contractor's claims against defendant Karen Jump, whether in law or equity.

4. The Court determines that the plaintiff contractor brought this action against the defendant homeowner pursuant to the Mechanic's Lien Act without cause inasmuch as the plaintiff contractor admitted facts showing that it did not file suit or record its lien claim with the Recorder of Deeds within four months after it completed work at the defendant's home.

5. Pursuant to §17 of the Mechanic's Lien Act, the Court taxes the plaintiff contractor with Karen Jump's reasonable attorneys fees and costs incurred in defending against the plaintiff's *Complaint*.

6. Within 30 days, Karen Jump ^{may} file a petition for such attorneys' fees and costs incurred in defending against the plaintiff's *Complaint*.

7. Pursuant to §2-1005(d), the Court directs further proceedings upon Karen Jump's *Counterclaim*. In such further proceedings upon Karen Jump's *Counterclaim*, the plaintiff contractor is barred from asserting defenses based upon his work in violation of the Home Repair and Remodeling Act and the Illinois Consumer Fraud and Deceptive Business Practices Act;

8. In such further proceedings, the Court further ~~directs~~ ^{provided however, the issue of setoff is reserved} a determination of Karen Jump's other remedies arising from the plaintiff contractor's unlawful practices in violation of the Home Repair and Remodeling Act and the Illinois Consumer Fraud and Deceptive Business Practices Act, including an award of

UNOFFICIAL COPY

Karen Jump's actual economic damages and her reasonable attorney's fees and costs incurred in this case.

9. The counterclaims are hereby transferred to the Hon Dorothy Kiri Kumand for reassignment to the First Municipal ~~Office~~ ^{ENTER:} Judge of the Circuit Court of Cook County
Dueson, all lien issues Dated: November 14, 2008

Donald F. Spak (#50988) *having been adjudicated*
180 North LaSalle St., #2510
Chicago, IL 60601, (312) 214-1818

James C. Brandenburg (#41385), Brandenburg-Rees & Rees
70 W. Madison, #1400
Chicago, IL 60602, 312-214-3291

Attorneys for Karen Jump

10. Counsel have represented to the court they will use best professional efforts to assist in the resolution of remaining issues.

ENTERED
JUDGE CLIFFORD L. MEACHAM-1545
NOV 14 2008
LORONNY BROWN
CLERK OF THE CIRCUIT COURT
OF COOK COUNTY, IL
DEPUTY CLERK

UNOFFICIAL COPY

Doc#: 0708039068 Fee: \$18.00
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 03/21/2007 09:49 AM Pg: 1 of 3

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

Reidinger Electric, Inc., a corporation,

Plaintiff,

vs.

Karen L. Jump, an individual; Mortgage
Electronic Registration Systems, Inc. as
nominee for CT&T, a corporation; Premier
Credit Union; Mission Hills Homeowners
Association; Certain Unknown Owners, Non-
Record Claimants and Unknown Necessary
Parties,

Defendants.

Case No.: 06CH-18821

LIS PENDENS AND NOTICE OF MECHANICS LIEN FORECLOSURE

I, the undersigned, do hereby certify that the above entitled cause was filed in the above court on the 12th of September, 2006, for Foreclosure of Mechanics Lien and is now pending in said court. The property affected by said cause is described as follows:

- (i) The name of all Plaintiffs and Defendants and case number are set forth above.
- (ii) The court in which the action was brought is set forth above.
- (iii) The names of the title holders of record are as follows:
Karen L. Jump
- (iv) The legal description is:

See Attached Legal Description

PIN #: 04-18-200-011-1024
- (v) The common address or location of the property is:
1931 Mission Hills Lane, Northbrook, IL 60062

UNOFFICIAL COPY

(vi) Identification of the Mechanics Lien sought to be foreclosed:

- (a) Claimant:
Reidinger Electric, Inc.
- (b) Date of Mechanics Lien:
December 7, 2004
- (c) Date and place of recording:
December 8, 2004, Cook County Recorder
- (d) Document Number:
0734303105

BY: _____



Attorney of Record

Prepared by:
Bryan Thompson
Popper & Wisniewski
118 N. Clinton, Ste. 100-5
Chicago, IL 60661

Mail Document:
Popper & Wisniewski
118 N. Clinton, Ste. 100-5
Chicago, IL 60661

Property of Cook County Clerk's Office

UNOFFICIAL COPY**ALTA Commitment
Schedule C**

File No.: 1430966

Legal Description:

PARCEL 1: UNIT "6-A" IN MISSION HILLS CONDOMINIUM "T-5" AS DELINEATED ON SURVEY OF THE FOLLOWING DESCRIBED PARCEL OF REAL ESTATE (HEREINAFTER REFERRED TO AS PARCEL): PART OF LOT 1, 2 AND 3 LYING EASTERLY OF THE CENTER LINE OF SANDERS ROAD OF COUNTY CLERK'S DIVISION OF SECTION 18, TOWNSHIP 42 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, WHICH SURVEY IS ATTACHED AS EXHIBIT "A" TO DECLARATION OF CONDOMINIUM MADE BY LASALLE NATIONAL BANK, A NATIONAL BANKING ASSOCIATION, AS TRUSTEE UNDER TRUST AGREEMENT DATED DECEMBER 3, 1971 AND KNOWN AS TRUST NUMBER 13413, RECORDED IN THE OFFICE OF THE RECORDER OF DEEDS OF COOK COUNTY, ILLINOIS AS DOCUMENT NUMBER 22566327, TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN SAID PARCEL (EXCEPT FROM SAID PARCEL ALL THE PROPERTY AND SPACE COMPRISING ALL THE UNITS THEREOF AS DEFINED AND SET FORTH IN SAID DECLARATION AND SURVEY) IN COOK COUNTY ILLINOIS. ALSO: EASEMENT FOR PARKING PURPOSES IN AND TO NO. "G-1" AND "G-2" AS DELINEATED AND SET FORTH IN SAID DECLARATION AND SURVEY. PARCEL 2: EASEMENTS APPURTENANT TO AND FOR THE BENEFIT OF PARCEL 1 AS SET FORTH IN DECLARATION OF EASEMENTS, COVENANTS, AND RESTRICTIONS RECORDED AS DOCUMENT NUMBER 22431171 AND AS CREATED BY TRUSTEES DEED FROM LA SALLE NATIONAL BANK, A NATIONAL BANKING ASSOCIATION, AS TRUSTEE UNDER TRUST AGREEMENT DATED DECEMBER 3, 1971 AND KNOWN AS TRUST NUMBER 43413 TO JUNE B. APRUTHERS DATED DECEMBER 31, 1973 AND RECORDED AS DOCUMENT NUMBER 22742679 FOR INGRESS AND EGRESS ALL IN COOK COUNTY ILLINOIS.