



LIS PENDENS/
NOTICE OF PENDING ACTION

Doc#: 1413539046 Fee: \$44.00
RHSP Fee: \$9.00 RPRF Fee: \$1.00
Karen A. Yarbrough
Cook County Recorder of Deeds
Date: 05/15/2014 11:04 AM Pg: 1 of 4

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10711 South Roberts Road
Palos Hills, Illinois 60465

State of Illinois

County of Cook

Atty No. 47192

IN THE CIRCUIT COURT OF COOK COUNTY, ILLINOIS
MUNICIPAL DIVISION – FIRST DISTRICT

Alex Prieto d/b/a Midwest Construction)
Company)
Plaintiff)
v.)
Sergio Cordova)
Defendant.)


Case No. 11 M1 147334

Notice of Pending Action

I, the undersigned, do hereby certify that the above entitled cause was filed in the above Court on July 15, 2011 for breach of contract, and that the underlying dispute was subsequently settled through binding arbitration and an Award of Arbitrator (attached herein as Exhibit 'A') was issued in favor of the above captioned Plaintiff on June 12, 2013. A motion for an entry of judgment in favor of the plaintiff is presently pending in the above Court. The property affected by and the subject of said cause is described as follows:

LOT 5 IN THE RESUBDIVISION OF LOTS 21 TO 29 BOTH INCLUSIVE AND LOTS 66 TO 74 BOTH INCLUSIVE IN ERNST STOCK'S DIVERSEY AVENUE ADDITION TO CHICAGO, BEING A RESUBDIVISION IN THE NORTHWEST 1/4 OF SECTION 26, TOWNSHIP 40 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PIN # 13-26-128-022-0000 COMMONLY KNOWN AS: 3716 WEST DIVERSEY AVENUE
CHICAGO, ILLINOIS 60647

Signature: 
Mark Brosius, Attorney for Plaintiff

Prepared By: Wator & Zac, LLC
Attorneys at Law
10711 S. Roberts Road
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(708) 974-0000
Attorney #47192

UNOFFICIAL COPY**EXHIBIT 'A'**

AMERICAN ARBITRATION ASSOCIATION
CONSTRUCTION INDUSTRY ARBITRATION TRIBUNAL

In the Matter of the Arbitration between

Re: 51 527 E 00980 12

Alex Prieto d/b/a Midwest Construction Company
 Claimant
 vs
 Sergio Cordova
 Respondent

AWARD OF ARBITRATOR

I, THE UNDERSIGNED ARBITRATOR, having been designated in accordance with the arbitration agreement entered into by the parties dated April 9, 2010; having been duly sworn; having heard the allegations of the parties; and having heard testimony, assessed the credibility of witnesses, and considered carefully the exhibits, evidence and arguments presented; hereby AWARD as follows:

Background and Findings

On April 9, 2010, Claimant Alex Prieto d/b/a Midwest construction Company ("Prieto") as Contractor, entered into a Homeowner/Contractor Agreement ("Agreement") with Sergio Cordova ("Cordova") as Owner, for the rehabilitation of the property located at 3716 W. Diversey in Chicago, Illinois. The amount due for the completion of the work was \$16,220.

Cordova obtained a commitment from a Lender to provide the funds for the above, which also included an additional amount for certain extras that might be agreed upon by Prieto and Cordova. The loan was approved for FHA mortgage insurance pursuant to an FHA appraisal report. The Lender ultimately disbursed \$18,653 to the parties under its commitment. \$9,501.50 was distributed to Prieto and a final disbursement of \$9,151.50 was made to Cordova. Before final disbursement, a FHA approved appraiser inspected the property and determined that all work was completed properly per the original FHA appraisal report.

A controversy arose between the parties regarding:

- what extra work (if any) Cordova agreed would be completed by Prieto
- whether Prieto completed all the required work on the job; and did Cordova incur expenses to complete same

- c). whether the actual work completed by Prieto was done in a good and workmanlike manner, and
 d). what (if anything) is owed by Cordova to Prieto, or by Prieto to Cordova

The Arbitrator finds as follows:

- ..The extra work described in Prieto's March 31, 2010 document for \$1,800 is denied. Many of the items duplicate the details described in the original Agreement, and Cordova's alleged signature is not authentic.
- ..The extra work described in Prieto's April 19, 2010 document (accepted by Cordova on May 13, 2010) is allowed for \$2,900 (which includes the typewritten items 1 through 9). All other items described therein are denied.
- ..Prieto's claims for any other extras are denied.
- ..Prieto completed its work under the original Agreement and the approved extra work in a good and workmanlike manner, except as described below.
- ..Cordova hired others to do work on the property (that he claimed needed to be done to repair poor Prieto work, or complete unfinished Prieto work), and presented invoices and receipts regarding same. However, Cordova did not sustain his burden of proving what part of such work was included in the scope of the original Agreement (or approved extras), and what part was not. Cordova did, however, establish he is entitled to certain allowances described below.
- ..Cordova is entitled to a \$400 allowance for: certain mismatched tile; mismatched glass blocks in window; mismatched kitchen cabinet; and unfinished work around front door.
- ..Cordova is entitled to a \$100 allowance because Prieto did not complete item No. 10 (new coils et al) in the General Contract document dated March 31, 2010 (which described the scope under the original Agreement).
- ..Cordova is entitled to a \$450 allowance because Prieto did not complete item No. 5 (scrape and paint outside) in the April 19, 2010 extra work document.

AWARD

Cordova shall pay Prieto the sum of \$8,668.50 detailed as follows:

Amount due under original Agreement	\$16,220.00
Plus: approved extras	2,900.00
Less: \$400, \$100 and \$450 allowances described above	(950.00)
Less: payment received	<u>(9,501.50)</u>
	\$8,668.50

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The administrative filing and case service fees of the AAA, totaling \$1,625.00, and the fees and expenses of the arbitrator, totaling \$900.00, shall be borne as incurred.

The above sums are to be paid on or before 60 days from the date of this Award.

This Award is in full settlement of all claims submitted to this Arbitration. All claims not expressly granted herein are, hereby denied.

SIGNED: Allen Kanter DATED: 6/12/13
Allen Kanter, Arbitrator

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