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Doc# 1917113062 Fee \$88.00

RHSP FEE:\$9.00 RPRF FEE: \$1.00

EDWARD M. MOODY

COOK COUNTY RECORDER OF DEEDS

DATE: 06/20/2019 03:32 PM PG: 1 OF 8

## COVER SHEET

Claim against Humberto Martinez by Zimmerman Law Offices, P.C., filed March 18, 2019 in the amount of \$10,259.84, plus court costs. See verified complaint attached hereto.

**Judgment Creditor:** Zimmerman Law Offices, P.C.  
77 West Washington Street, Suite 1220  
Chicago, Illinois 60602

**Judgment Debtor:** Humberto Martinez  
1236 S. 57<sup>th</sup> Avenue  
Cicero, IL 60804

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**ADDRESS:** 1236 South 57<sup>th</sup> Ave., Cicero, IL 60804

**PIN:** 16-20-205-034-0000

**LEGAL DESCRIPTION:**

LOT 34 IN BLOCK 3 IN JAMES U. BORDEN'S ADDITION TO WARREN PARK IN THE NORTHEAST 1/4 OF SECTION 20, TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

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Return Date: 4/12/2019

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Hearing Date: No hearing scheduled

Courtroom Number: No hearing scheduled

Location: No hearing scheduled

## IN THE CIRCUIT COURT OF COOK COUNTY, ILLINOIS MUNICIPAL DEPARTMENT, FIRST DISTRICT

FILED

3/18/2019 3:48 PM  
DOROTHY BROWN  
CIRCUIT CLERK  
COOK COUNTY, IL

ZIMMERMAN LAW OFFICES, P.C., )  
 )  
 Plaintiff, )  
 )  
 v. )  
 )  
 HUMBERTO MARTINEZ, )  
 )  
 Defendant. )

No. 20191108779

Return Date: 4/12/2019

### VERIFIED COMPLAINT

#### Nature of The Action

1. The Plaintiff is a law firm. This lawsuit is brought by the Plaintiff to recover unpaid legal fees and litigation expenses owed to it by the Defendant for legal services the Plaintiff rendered to the Defendant pursuant to a written contract and under the principles of *quantum meruit*.

#### The Parties

2. At all relevant times complained of herein, Plaintiff ZIMMERMAN LAW OFFICES, P.C. ("ZIMMERMAN" or "Plaintiff") was a law firm, located and doing business in the city of Chicago, county of Cook, state of Illinois.

3. At all relevant times complained of herein, Defendant HUMBERTO MARTINEZ ("MARTINEZ" or "Defendant") was a resident of the city of Chicago, state of Illinois.

#### Jurisdiction and Venue

4. The Circuit Court of Cook County has subject matter jurisdiction over this matter, pursuant to Article 6 of the Constitution of the state of Illinois.

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5. The Circuit Court of Cook County has personal jurisdiction over the Plaintiff, as it has entered a general appearance in this matter and voluntarily submitted itself to the jurisdiction of the Court.

6. The Circuit Court of Cook County will have personal jurisdiction over the Defendant once he is properly served with the Summons and Complaint in this matter, and under 735 ILCS 5/2-209(a)(1) (for transacting business within the state) and §2-209(a)(7) (for the making or performance of a promise or contract within the state).

7. Venue is proper in the Circuit Court of Cook County, under 735 ILCS 5/2-101, as this is the county in which the transaction or some part thereof occurred out of which the cause of action arose.

## Factual Allegations

8. MARTINEZ signed a retainer agreement, wherein he retained the legal services of ZIMMERMAN to represent him in the matter of *Illinois Department of Financial and Professional Regulation v. Humberto Martinez*, Docket No. 2018-04510, wherein the Illinois Department of Financial and Professional Regulation (“IDFPR”) filed a Notice of Intent to Deny MARTINEZ’s application for a Real Estate Broker license due to a previous felony conviction on MARTINEZ’s record. The retainer agreement was executed in Cook County, Illinois, and contains a Cook County venue provision. (See Retainer Agreement, attached as Exhibit A).

9. Pursuant to the terms of the retainer agreement, MARTINEZ agreed to compensate ZIMMERMAN based on an hourly rate of \$395.00, with said time being recorded to the nearest one-quarter ( $\frac{1}{4}$ ) hour for all legal services provided to Defendant. Additionally, MARTINEZ agreed to pay all expenses incurred in connection with the performance of legal

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services rendered by ZIMMERMAN, either by MARTINEZ advancing those expenses or reimbursing ZIMMERMAN if ZIMMERMAN advanced the expenses. (See Exhibit A).

10. Also under the terms of the retainer agreement, MARTINEZ agreed to pay all invoices within thirty (30) days of the invoice date. (See Exhibit A).

11. ZIMMERMAN performed legal services for MARTINEZ whereby ZIMMERMAN (a) reviewed the ALJ's report and the Board's report from MARTINEZ's prior formal administrative hearing before the IDFPR, and the IDFPR's notice of intent to deny MARTINEZ's application for a Real Estate Broker's license, (b) conducted extensive research on case law pertaining to MARTINEZ's case, (c) reviewed and analyzed documents from MARTINEZ, the IDFPR, and MARTINEZ's former attorney, (d) drafted and filed a Motion for Rehearing in the IDFPR administrative matter, a Complaint for Administrative Review in the Cook County Circuit Court, and other legal documents, (e) had multiple telephone conferences with MARTINEZ and the IDFPR prosecuting attorney regarding the factual and legal issues in the matter, (f) appeared before the IDFPR and the Circuit Court at numerous hearings, and (g) convinced the IDFPR to issue a Real Estate Broker's license to MARTINEZ.

12. ZIMMERMAN issued monthly invoices for legal services rendered and litigation expenses advanced. (See latest invoice, attached as Exhibit B). Despite repeated requests for payment, \$10,259.84 remains unpaid. (See Exhibit B).

## COUNT I (Breach of Contract)

NOW COMES Plaintiff ZIMMERMAN LAW OFFICES, P.C., by and through counsel, and complains of Defendant HUMBERTO MARTINEZ, as follows:

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13. Plaintiff repeats and realleges paragraphs one (1) through twelve (12) above as paragraphs one (1) through twelve (12) of this Count I, with the same full force and effect as though fully set forth herein.

14. As set forth above, Plaintiff offered and promised to render legal services to the Defendant, and Defendant accepted said offer and promised to pay for those legal services, and to pay the expenses incurred in connection therewith, pursuant to the terms of the written retainer agreement. (*See* Exhibit A).

15. Plaintiff provided valuable consideration under the contract by providing legal services, and Defendant provided valuable consideration under the contract by promising to pay, and by actually paying, money for those services.

16. Plaintiff fully performed all of its obligations under the contract.

17. Defendant breached his contractual duty to pay for said legal services, and to pay said expenses incurred in connection therewith, pursuant to the terms of the written retainer agreement (Exhibit A), by failing to pay the full amount of the invoices. Specifically, Defendant owes \$10,259.84 to ZIMMERMAN (*See* Exhibit B).

18. Defendant withheld payment of the outstanding monies due Plaintiff by an unreasonable and vexatious delay of payment, as Defendant induced Plaintiff to delay taking proceedings to collect the debt longer than it would have otherwise done by Defendant's repeated reassurances that he would pay the outstanding bills.

19. Plaintiff is entitled to pre-judgment interest at an annual rate of five percent (5%), pursuant to 815 ILCS 205/2.

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20. As a direct and proximate cause of Defendant's aforementioned actions or failures to act, Plaintiff suffered damages as set forth above.

WHEREFORE, Plaintiff prays that the Court enter judgment against the Defendant in the amount of \$10,259.84, plus pre-judgment interest and costs, and for any other relief the Court deems appropriate.

## COUNT II (Account Stated)

NOW COMES Plaintiff ZIMMERMAN LAW OFFICES, P.C., by and through counsel, and complains of Defendant HUMBERTO MARTINEZ, as follows:

21. Plaintiff repeats and realleges paragraphs one (1) through twenty (20) above as paragraphs one (1) through twenty (20) of this Count II, with the same full force and effect as though fully set forth herein.

22. Plaintiff issued monthly invoices to Defendant, who did not object to said invoices after a reasonable period of time elapsed, and who made partial payments towards those invoices.

23. As a direct and proximate cause of Defendant's aforementioned actions or failures to act, Plaintiff suffered damages as set forth above.

WHEREFORE, Plaintiff prays that the Court enter judgment against the Defendant in the amount of \$10,259.84 plus pre-judgment interest and costs, and for any other relief the Court deems appropriate.

Plaintiff ZIMMERMAN LAW OFFICES, P.C.,

By: /s/ Thomas A. Zimmerman, Jr.  
Thomas A. Zimmerman, Jr.  
*tom@attorneyzim.com*

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FILED DATE: 3/18/2019 3:48 PM 20191108779

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ZIMMERMAN LAW OFFICES, P.C.  
77 West Washington Street, Suite 1220  
Chicago, Illinois 60602  
(312) 440-0020  
Firm ID No. 34418

Counsel for Plaintiff

### VERIFICATION

I am the president of the Plaintiff corporation, and am authorized to execute this verification on behalf of the Plaintiff in this action. Under penalties as provided by law pursuant to 735 ILCS 5/1-109, I certify that the statements set forth in this instrument are true and correct to the best of my knowledge, information and belief.

/s/ Thomas A. Zimmerman, Jr.  
Thomas A. Zimmerman, Jr.