

Return Date: No return date scheduled
Hearing Date: 12/11/2018 10:00 AM - 10:00 AM
Courtroom Number:
Location: 3315 (Rev. 6/11/02) CCG N015

FILED
11/13/2018 3:00 PM
DOROTHY BROWN
CIRCUIT CLERK
COOK COUNTY, IL
016CH08232

Memorandum of Judgment



Doc# 1929134150 Fee \$88.00

RHSP FEE:\$9.00 RPRF FEE: \$1.00
EDWARD H. MOODY
COOK COUNTY RECORDER OF DEEDS
DATE: 10/18/2019 04:08 PM PG: 1 OF 5

Recorder's Stamp

IN THE CIRCUIT COURT OF
COOK COUNTY, ILLINOIS

DUSSIAS WITTENBERG
KOENIGSBERGER, LLP

v.

CLAUDINE MINOGUE

No. 2016 CH 08232

MEMORANDUM OF JUDGMENT

On April 9, 2018, judgment was entered in this court
in favor of the plaintiff Dussias Wittenberg Koenigsberger LLP ("DWK", formerly Dussias Skallas Wittenberg LLP)

and against defendant Claudine Minogue

whose address is 1848 Trail's Edge Drive, Northbrook, IL 60062

in the amount of \$ 81,742.23

JUDGE DAVID D. ATKINS

OCT 18 2019

Circuit Court-1879

Judge

Judge's No.

Atty. No.: 59328
Name: Samantha Ditore
Atty. for: Plaintiff, DWK
Address: 200 W. Madison, Suite 1940
City/State/Zip: Chicago, IL 60606
Telephone: (312) 767-5325

S 4
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S 1
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SC 1
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FILED DATE: 11/13/2018 3:00 PM 2016CH08232

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

DUSSIAS SKALLAS
WITTENBERG, LLP,
Plaintiff,

v.

CLAUDINE MINOGUE,
Defendant.

No. 2016-CH-08232

Calendar 16

Judge David B. Atkins **JUDGE DAVID B. ATKINS**

NOV 05 2018

Circuit Court-1879

ORDER

THIS CASE COMING TO BE HEARD on Dussias Skallas Wittenberg, LLP's¹ petition for setting and awarding of fees pursuant to judgment and Claudine Minogue's request for an evidentiary hearing, the court, having considered the briefs submitted and being fully advised in the premises, HEREBY FINDS AND ORDERS:

1. Asserting that "while it has been adjudicated that a contract did exist," "the terms of this oral agreement remain in question"; defendant Minogue argues that an evidentiary hearing is necessary to determine the parties' obligations and their reasonableness. The court notes, however, that no contract could have been found if it had been unable "to ascertain what the parties have agreed to ***."²
2. An agreed exchange of promises is the basic core of all contracts. In its April 9, 2018 order, the court found, through numerous admissions in her verified filings, that Minogue promised to provide a \$10,000 retainer and to pay fees and costs incurred in exchange for Dussias Skallas Wittenberg's (DSW) legal services. It further determined that Minogue had breached their agreement by failing to make payments and DSW was entitled to summary judgment. There were no additional terms or issues for the court to decide.
3. The court reiterates that, even if Minogue had contracted exclusively for the services of Dean Dussias, she admitted to accepting DSW's services and associated costs, waiving any purported breach or noncompliance.³ The exhibits attached to DSW's motion further reinforce this holding as, from the outset of her case, Minogue had *extensive*, if not almost *exclusive*, communication with and representation by attorneys other than

¹ Plaintiff now presents itself as Dussias Wittenberg Koenigsberger LLP, but has not filed any motion to change the caption or substitute a party in this case. For the sake of continuity, the court will address plaintiff by the name used on its pleadings.

² *Bruzas v. Richardson*, 408 Ill. App. 3d 98, 105 (2011) (citing *Lampe v. O'Toole*, 292 Ill. App. 3d 144, 146 (1997) and *Midland Hotel Corp. v. Reuben H. Donnelley Corp.*, 118 Ill. 2d 306, 314 (1987)).

³ See answer count I ¶ 5; v. mot. to add nec. third party ¶¶ 5-9; and resp. count I ¶¶ 2, 9-11, 13.

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Dussias between October 2015 and March 2016. She has not and cannot now refute her conscious acceptance of the services provided and costs incurred. No evidentiary hearing is required and her request is DENIED.

4. The court has reviewed DSW's fee petition and finds that it reasonably accrued \$81,742.23 in legal fees and costs as of April 9, 2018, which has accrued \$4,253.76 in post-judgment interest for a total of \$85,995.99 as of November 5, 2018. DSW's motion is GRANTED in that the court awards damages in the amount of \$85,995.99 with continued post-judgment accruing as prescribed by statute.
5. The case management and status conference of November 11, 2018 is struck from the call.
6. This is a final and appealable order.

JUDGE DAVID B. ATKINS
ENTERED:
NOV 05 2018
Circuit Court-1879

Judge David B. Atkins

The court.

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COOK COUNTY
RECORDER OF DEEDS

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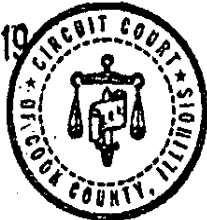
I hereby certify that the document to which this certification is affixed is a true copy.

DOROTHY BROWN OCT 18 2019

Date

Dorothy Brown

Dorothy Brown
Clerk of the Circuit Court
of Cook County, IL



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PROPERTY COMMONLY **1848 TRAILS EDGE DR.**
KNOWN AS: **NORTHBROOK, ILLINOIS 60062**

PIN: **04-15-204-010-0000**

Legal Description:

LOT 18 in Park Place Estates of Northbrook, being a subdivision in the North half of section 15, Township 42 North, Range 12 East of the third principal meridian, according to the Plat of subdivision recorded May 14, 1983 as Document No. 9336641 in Cook County, Illinois.

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