

**IN THE CIRCUIT COURT OF COOK COUNTY, ILLINOIS
COUNTY DEPARTMENT, LAW DIVISION**

JEFFREY ZICH)
)
 Plaintiff,)
 v.)
)
 FOCUS CONSTRUCTION, INC, an Illinois)
 Corporation, and MB EVANSTON SHERMAN)
 L.L.C.; a Illinois Corporation; SHERMAN PLAZA)
 PARTNERS, LLC A foreign corporation;)
 SPV, INC., an Illinois Corporation;)
 SHERMAN PLAZA VENTURE LLC An)
 Illinois Corporation, HUEN ELECTRIC, INC., an)
 Illinois Corporation; DENK & ROCHE)
 BUILDERS, INC., An Illinois Corporation;)
 K & K Iron WORKS, an Illinois Corporation,)
 NOVA FIRE PROTECTION, INC., an Illinois)
 Corporation; and GREAT LAKES PLUMBING)
& HEATING CO., an Illinois Corporation.)
)
 Defendants.)
)
 _____)
 FOCUS CONSTRUCTION, INC.; SHERMAN)
 PLAZA PARTNERS, LLC; SPV FINANCE)
 LLC; SHERMAN PLAZA VENTURE LLC,)
 and SPV, INC.,)
)
 Defendants/Third-Party Plaintiffs,)
)
 v.)
)
 CITY OF EVANSTON,)
)
 Intervenor/Third-Party Defendant.)

No.: 07 L 010817

Honorable Judge James Egan

**MOTION OF NOVA FIRE PROTECTION, INC., FOR A FINDING THAT NOVA’S \$1,500.00
SETTLEMENT WITH JEFFREY ZICH IS IN GOOD FAITH PURSUANT TO 740 ILCS 100/2 (c) AND (d)**

Defendant, NOVA FIRE PROTECTION, INC., (hereafter, “NOVA”) through its attorney, LAW OFFICES OF LOWELL D. SNORF, III, moves this Honorable Court for a finding NOVA’S \$1,500.00 settlement with JEFFREY ZICH is in good faith pursuant to 740 ILCS 100/2 (c) and (d). In support of this motion NOVA states as follows:

1. Count VIII of plaintiff’s amended nine count complaint was filed against NOVA.
2. On **April 20, 2009** JEFFREY ZICH provided his discovery deposition. JEFFREY ZICH claimed to have fallen on drywall tape or other construction debris. JEFFREY ZICH did not know the source of the debris and JEFFREY ZICH had no personal knowledge NOVA was responsible for leaving the debris on stairwell

5-C. NOVA did not leave drywall tape on stairwell 5-C, nor otherwise create the alleged hazardous condition of which JEFFREY ZICH complains.

3. Accordingly, on **October 19, 2009** NOVA moved for summary judgment. Plaintiff did not dispute NOVA'S non-involvement for JEFFREY ZICH'S fall.

4. On **November 9, 2009** and **December 17, 2009** two settlement conferences were conducted before Judge Jennifer Duncan-Brice. Counsel for all parties attended the settlement conferences.

5. On **December 28, 2009** the entire case settled for **\$226,000.00**, including the resolution of the City of Evanston's 820 ILCS 305/5(b) workers' compensation lien. The agreed settlement breakdown as follows:

Levy Company:	\$100,000.00
Focus Construction Inc.:	\$100,000.00
Denk & Roche Builders, Inc:	\$ 10,000.00
K & K Iron Works:	\$ 10,000.00
Great Lakes Construction:	\$ 3,000.00
Nova Fire Protection, Inc.:	\$ 1,500.00
Huen Electric, Inc.:	\$ 1,500.00
Total:	<u>\$226,000.00</u>

6. Within the State of Illinois, there is a "strong public policy" favoring the peaceful settling of a claim. *In re Guardianship of Babb*, 162 Ill.2d 153, 642 N.E.2d 1195, 1199 (1994). Moreover, the Illinois Contribution Among Joint Tortfeasors Act provides that when a release or covenant not to sue is given in good faith, the party who settles with such a claimant is discharged from all liability for any contribution to any other tortfeasor. 740 ILCS 100/2 (c) and (d). In the instant case, Plaintiff, JEFFREY ZICH, has agreed to release NOVA, in exchange for valuable consideration totaling \$1,500.00 subject to a good faith finding and full release.

7. Accordingly, NOVA moves this court for the entry of a dismissal order dismissing NOVA from JEFFREY ZICH'S lawsuit, as well as a dismissal of NOVA from all counterclaims and cross-claims for contribution, filed, or which could have been filed, by any of the respective defendant(s), or any other parties, pursuant to the Illinois Contribution Among Joint Tortfeasors Act.

WHEREFORE, Defendant, NOVA respectfully requests this Honorable Court enter an order as follows:

- a, a finding NOVA'S \$1,500.00 settlement with JEFFREY ZICH is fair and reasonable and in good faith under 740 ILCS 100/2 (c) and (d);
- b, dismissing with prejudice and without costs, NOVA from the amended complaint of plaintiff, JEFFREY ZICH against NOVA; and

c, dismissing with prejudice and without costs any counterclaims or cross-claims for contribution, as filed by any of defendants in this case.

Respectfully Submitted,

By: /s/ Lowell D. Snorf, III
Attorney for Defendant
NOVA FIRE PROTECTION, INC.

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