

**IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF ILLINOIS
EASTERN DIVISION**

MITSUBISHI MOTORS CREDIT OF AMERICA,)
INC., a Delaware corporation,)
)
Plaintiff,)

v.)

No. 06 CV 0510

SHAVER IMPORTS, INC., an Illinois corporation,)
WILLIAM A. SHAVER, PATRICK R. SHEA)
and GERALD A. HANNIGAN)
)
Defendants.)

MOTION FOR ENTRY OF JUDGMENT

Plaintiff, Mitsubishi Motors Credit of America, Inc., by its attorneys, Nisen & Elliott, LLC, as its Motion For Entry Of Judgment against defendants William A. Shaver, Shaver Imports, Inc. and Cub Shaver Imports Bradley, Inc., states as follows:

1. Plaintiff, Mitsubishi Motors Credit of America, Inc. (“MMCA”) filed this action against defendants Shaver Imports, Inc., Cub Shaver Imports Bradley, Inc. and William A. Shaver (“Defendants”) seeking to recover amounts due from the Defendants pursuant to certain Inventory Finance Loans and Continuing Guaranties.

2. MMCA and Defendants entered into a settlement agreement (“Settlement Agreement”) to resolve the litigation. A copy of the parties’ Settlement Agreement is attached hereto as Exhibit 1.

3. Pursuant to the terms of the Settlement Agreement, Plaintiff dismissed its claim against Defendants and Defendants agreed to make monthly payments to Plaintiff in the total aggregate amount of \$30,000.00. Pursuant to the terms of the Settlement Agreement, Defendants executed a promissory note (“Promissory Note”) memorializing this indebtedness. A copy of the Promissory Note is attached as “Exhibit A” to the Settlement Agreement.

4. Defendants failed to make the monthly payments as required for the months of November 2010, December 2010 and January 2011 and Defendants are therefore in default of the Promissory Note and Settlement Agreement.

5. Plaintiff notified Defendants of their default by a letter sent by certified mail to the address for notice provided in the Settlement Agreement with a copy provided to Defendants’ counsel. See, Exhibit 1, § 8.6(b). A copy of the letter notifying Defendants of their default, including the related certified mail receipt, is attached hereto as Exhibit 2.

6. Pursuant to the terms of the Settlement Agreement, Defendants agreed that in the event of default, Plaintiff would be entitled to a judgment in the amount of \$500,000.00. See, Exhibit 1, § 3.

7. Pursuant to the terms of the Settlement Agreement, Defendants agreed that they can only contest entry of the Agreed Order on the grounds that no default occurred under the terms of the Promissory Note. Defendants waived all other objections to the entry of the Agreed Order in the event of default. See, Exhibit 1, § 3.

8. Pursuant to the terms of the Promissory Note, Defendants are also liable for all

costs of collection, including attorneys' fees, incurred by Plaintiff in connection with Plaintiff's enforcement of its rights under the Promissory Note. See, Exhibit A to Exhibit 1, ¶ 15.

Wherefore, Plaintiff, Mitsubishi Motors Credit of America, Inc. respectfully requests this Court to grant its Motion For Entry Of Judgment against defendants Shaver Imports, Inc., Cub Shaver Imports Bradley, Inc. and William A. Shaver, enter judgment in its favor and against defendants Shaver Imports, Inc., Cub Shaver Imports Bradley, Inc. and William A. Shaver, jointly and severally, in the amount of \$500,000 plus all costs of collection, including reasonable attorneys' fees and for all other and further relief that this Court deems just.

MITSUBISHI MOTORS CREDIT
OF AMERICA, INC.

By: /s/ Brittany E. Kirk
One of its attorneys

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