

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

BANK OF AMERICA, N.A.,)	
)	
Plaintiff,)	
)	
v.)	No. 09 C 4845
)	
KNIGHT QUARTZ FLOORING, LLC, etc.,)	
)	
Defendant.)	

MEMORANDUM ORDER

This Court has just received its chambers copy of the motion by newly retained counsel for defendant Knight Quartz Flooring, LLC ("Knight Quartz"), which has set for presentment on September 8 a request to extend the time for filing a responsive pleading to the Complaint brought against Knight Quartz by Bank of America, N.A. ("Bank of America"). Because Knight Quartz was served with process on August 11, the outside due date for its response fell the day before yesterday (August 31).

Although this Court typically grants motions for extensions of time almost without exception (and it also ordinarily expects opposing counsel to agree to such requests as a matter of courtesy), there are situations that do not call for such a response from opposing counsel or from the court. In this instance Bank of America is suing on an assertedly delinquent \$1.3 million secured note delivered in connection with a revolving credit facility, and there is no conceivable justification for Knight Quartz's failure to seek out and retain

counsel on such a serious matter until the actual August 31 date on which its responsive pleading was due. Moreover, this Court's review of the Complaint discloses no predicate for requesting anything beyond an extremely modest amount of time for counsel to prepare and file the requisite pleading:¹

1. Complaint ¶2 sets out the jurisdictional information about Knight Quartz and its members. Those allegations speak to facts that by definition are within the knowledge of Knight Quartz's principals and can readily be conveyed to its counsel.

2. All aspects of the loan transaction and the loan documents, spelled out in detail in the Complaint, are also readily verifiable. And relatedly, the comprehensive exhibits attached to the Complaint provide detailed support for Bank of America's allegations.

Under the circumstances, the 14-day extension offered by Bank of America's counsel is entirely reasonable. Knight Quartz is granted until September 15, 2009 to file its responsive pleading, and the previously-scheduled September 25 status

¹ Needless to say, this Court ascribes no fault to Knight Quartz's newly retained counsel, and it recognizes that the need to act quickly places pressure on those lawyers, who are not at all at fault. But it is not callous or inconsiderate to say that such pressure comes with the territory--it's an unavoidable part of being a good and responsible lawyer.

hearing date remains in effect.

A handwritten signature in black ink, reading "Milton I. Shadur". The signature is written in a cursive style with a large initial "M".

Milton I. Shadur
Senior United States District Judge

Date: September 2, 2009