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

AMERICAN CONTRACTORS INDEMNITY COMPANY	)	
	)	
Plaintiff,	)	
v.	)	**Case No. 13-cv-467**
	)	
GREENWOOD MANAGEMENT PARTNERS, LLC, TYLA GREENWOOD RUCKS, AND TODD RUCKS	))	
	)	
Defendants.	)	

**PLAINTIFF AMERICAN CONTRACTOR'S INDEMNITY COMPANY'S
<u>PETITION TO REVIVE JUDGMENT</u>**

Plaintiff, American Contractors Indemnity Company, by and through its attorneys, Elizer Law Group, LLC, hereby files this Petition to Revive Judgment pursuant to Rule 69 of the Federal Rules of Civil Procedure, together with 735 ILCS 5/2-1602 and 735 ILCS 5/13-218 of the Illinois Code of Civil Procedure, and states as follows:

1.   On or about January 21, 2013, American Contractors Indemnity Company filed its Complaint against Defendants, Todd Rucks and Tyla Greenwood Rucks, each an individual, and Greenwood Management Partners, LLC.

2.   On or about April 3, 2013, default judgment was entered in favor of American Contractors Indemnity Company and against each of the Defendants for $76,715.52 (Docket No. 12).

3.   Under Federal Rule of Civil Procedure 69, post judgment supplemental proceedings to and in aid of judgment or execution shall be in accordance with the practice and procedure of the state in which the district court is held. F.R.C.P. 69; *TDK Electronics Corporation v. Draiman,* 321 F.3d 677 (7th Cir. 2003). In Illinois, a judgment may be revived in

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the seventh year after its entry, or in the seventh year after its last revival, or in the twentieth year after its entry, or at any other time within 20 years after its entry if the judgment becomes dormant. 735 ILCS 5/2-1602(a).

4.   There is now due, after consideration of certain credits, the sum of $73,471.23 together with accrued interest of $48,376.72 through July 16, 2020.

5.   American Contractors Indemnity Company requests that the April 3, 2013 judgment be revived in the total principal amount of $73,471.23.

6.   American Contractors Indemnity Company seeks to revive its judgment against Defendant, Greenwood Management Partners, LLC.

7.   Defendants, Todd Rucks and Tyla Greenwood Rucks were discharged in bankruptcy on April 15, 2014; American Contractors Indemnity Company restricts its request to revive the judgment against Todd Rucks and Tyla Greenwood Rucks for the purpose of enforcing unavoided liens against the judgment debtors *in rem*, as permitted by 11 USC §524, and not for the purpose of enforcement of any claim against the debtors *in personam.*

8.   Notice of this Petition will be provided to Defendants Todd Rucks, Tyla Greenwood Rucks and Greenwood Management Partners, LLC, in accordance with Illinois Supreme Court Rule 106, with proof of service to be provided by American Contractors Indemnity Company at the hearing of this matter.

9.   American Contractors Indemnity Company was unable to serve and present this motion in March of 2020 due to the Covid-19 Pandemic and the associated General Orders entered for the Northern District of Illinois. Requested is made that any relief shall be applied retroactively to April 2, 2020, *nunc pro tunc*.

WHEREFORE Plaintiff, American Contractors Indemnity Company requests this Court grant its Petition to Revive Judgment, revive the April 3, 2013 Judgment, in the principal amount of $73,471.23 against the Defendant, Greenwood Management Partners, LLC generally, and against Todd Rucks and Tyla Greenwood Rucks for the purpose of enforcing unavoided liens, against the judgment debtors *in rem*, as permitted by 11 USC §524, and not for the purpose of enforcement of any enforcing any claim against the debtors *in personam*, and for further relief as this Honorable Court deems just and equitable under the circumstances.

Respectfully submitted,

American Contractors Indemnity Company

By: /s/ Philip M. Novak
     One of the Attorneys for the Plaintiff

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