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STATE OF INDIANA  
LAKE COUNTY  
FILED FOR RECORD

Return to: Sean E. Kenyon  
Hoepfner Wagner & Evans, LLP  
1000 East 80<sup>th</sup> Place, 6<sup>th</sup> Floor South  
Merrillville, IN 46410

2012 040862

2012 JUN 20 PM 2:53

MICHAEL J. FAJMAN  
RECORDER



**SWORN STATEMENT & NOTICE OF INTENTION TO HOLD JUDGMENT LIEN**

To: Mr. Ghassan Odtallah  
6352 Hohman Avenue  
Hammond, IN 46320

Attorney: J. Allen Johnson  
957 E. 44<sup>th</sup> Avenue  
Gary, IN 46403

Lake County Recorder  
2293 N. Main Street  
Crown Point, IN 46307

You are hereby notified that Juan Rudek and Argent Services, LLC, intend to hold a Judgment Lien as follows:

Juan Rudek and Argent Services, LLC are the owners of a judgment entered in the Superior Court of Lake County, Indiana, on July 5, 2011, under cause number 45D04-0906-PL-00051, and in the amount of \$1,021,951.02, plus statutory interest from that date, against Jennifer Shannon, Bassam Odtallah, and Ghassan F. Odtallah, a copy of which is attached hereto.

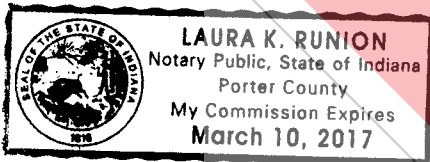
To the best of Juan Rudek and Argent Services, LLC's knowledge, Ghassan F. Odtallah is the owner of the property located at 7511-15 Calumet Avenue, Hammond, Indiana with property number 45-07-18-151-002.000-023, and the legal description of Calumet Highlands Addition Block 7, Lots 9, 10, & 11 EX PT in RD.

The undersigned individual executing this instrument, having been duly sworn upon oath, under the penalties of perjury hereby states that the facts set forth above in the foregoing statement are true and correct and that reasonable care has been taken to redact each Social Security number in this document unless required by law.

*Juan Rudek*  
Juan Rudek, Manager  
Argent Services, LLC

STATE OF INDIANA  
COUNTY OF LAKE

Subscribed and sworn to before me, a notary Public, on June 15, 2012, by Juan Rudek, on behalf of himself and Argent Services, LLC.



*Laura K. Runion*  
Notary Public

\$17  
CS  
Cox

STATE OF INDIANA )  
 ) SS:  
COUNTY OF LAKE )

IN THE SUPERIOR COURT OF LAKE COUNTY  
CIVIL DIVISION, ROOM NUMBER FOUR  
SITTING AT GARY, INDIANA

JUAN RUDEK and )  
ARGENT SERVICES, LLC )  
 )  
Plaintiffs )

-vs-

CAUSE NO. 45D04-0906-PL-00051

JENNIFER SHANNON, )  
BASSAM ODTALLAH and )  
GHASSAN F. ODTALLAH, )  
 )  
Defendants )

**FILED IN OPEN COURT**

JUL - 5 2011

*Arnold M. Svetanoff*  
JUDGE  
SUPERIOR COURT OF LAKE COUNTY

**ORDER**

This cause came before the Court on the issue of damages to be assessed as a result of the default judgment entered in this case on October 12, 2010. This Court, having heard the evidence and reviewed the documentation presented by the parties, now finds and concludes as follows:

1. The Plaintiff, JUAN RUDEK, (hereinafter "Rudek")<sup>1</sup>, entered into a Purchase Agreement in May of 2008 with the Estate of Albin Klisiak to purchase property that was commonly known as The Diamond Tap, (hereinafter "the Tavern"), 1701 Indianapolis Boulevard, Whiting, Lake County, Indiana, for the sum of \$180,000.00.

2. Although Rudek had discussions with the Defendant, JENNIFER SHANNON, (hereinafter "Shannon"), regarding a partnership between them in the Tavern, no partnership was ever formed because Rudek received no payment from Shannon. Rudek therefore purchased the business separate and apart from any interest claimed by Shannon.

3. In January, 2009, Shannon and her co-defendants, BASSAM ODTALLAH, (hereinafter "Sam"), and GHASSAN F. ODTALLAH, (hereinafter

<sup>1</sup> Rudek is the sole member of Argent Services, LLC, (hereinafter "Argent"). Argent is also a plaintiff in this case.

“Jessie”), offered to purchase the Tavern from Rudek. In February, 2009, Sam paid Rudek \$20,000.00 as an earnest money deposit. In addition, by checks written on March 10, 2009 and April 14, 2009 from an account entitled “Columbia Liquor Market, Inc.,” Sam paid to Argent and Rudek, an additional sum of \$6,000.00. However, there was no formal closing on the purchase of the Tavern, and the sale of the real estate to Shannon, Sam and Jessie was never completed.

4. Shannon had the locks to the Tavern changed and Shannon, Sam and Jessie began operating the Tavern, which was still Rudek’s property.

5. During the period when Shannon, Sam and Jessie wrongfully occupied and operated the Tavern, Rudek continued to incur fines, fees and expenses for the same. Rudek also paid the utilities, taxes and serviced the mortgage debt while Shannon, Sam and Jessie occupied the property.

6. On April 12, 2010, this Court entered an Order of Permanent Injunction/Immediate Possession granting Rudek possession of the property effective April 15, 2010 at 12:00 a.m. About one hour before the property was to be transferred to Rudek’s possession pursuant to this Court’s Order, there was a fire at the property resulting in a complete loss of the building in which the Tavern was located.

7. The Defendants have never paid Rudek or Argent for any loss nor did Rudek or Argent receive any income from Shannon, Sam or Jessie.

8. This Court finds credible the testimony of Frank Fernandez, an accountant who testified to the profit earned at the Tavern. Mr. Fernandez testified that at an annualized rate the net profit for the Tavern would have been about \$184,320.00. On a monthly basis, the profit would have been \$15,360.00. Shannon, Sam and Jessie operated the business for a period of about fourteen (14) months and made no payments to Rudek. Rudek was therefore denied profit from the business totaling \$215,040.00.

9. Rudek also suffered a loss of inventory totaling \$13,235.55 due to its destruction while Shannon, Sam and Jessie were still in possession of the building.

10. The lost profits (\$215,040.00) and inventory (\$13,235.55) total \$228,275.55.

11. Pursuant to **I.C. 34-24-3-1** and **I.C. 35-43-4-3(a)**, the Plaintiffs are entitled to treble damages. Those treble damages total \$684,826.65.

12. In addition, the property was not returned to Rudek and Argent in a manner consistent with this Court's Order entered on April 12, 2010, since the building was destroyed with an empty lot remaining. This Court therefore awards to the Plaintiffs the lost value of the real estate in the amount of \$130,000.00.

13. Since the building was destroyed by fire within hours of the time it was to be returned to the Plaintiffs' possession, this Court finds that the Plaintiffs should also be entitled to damages for one additional year of lost profits to compensate for the period of time during which business at the Tavern cannot be conducted due to the fire loss and the rebuilding that is necessary. This Court awards to the Plaintiffs the annualized profits of the Tavern which amount to \$184,320.00.

14. Pursuant to I.C. 34-24-3-1(2) and (3), the Plaintiffs are entitled to the costs of this action as well as attorney's fees. Counsel for the Plaintiffs has filed her affidavit indicating that the Plaintiffs have incurred attorney's fees in the amount of \$47,667.75 and costs in the amount of \$1,136.62.

15. Based upon the testimony and evidence presented at the hearing in this case, Shannon, Sam and Jessie are entitled to an offset in the amount of \$26,000.00 that has already been received by the Plaintiffs.

**Judgment**

**IT IS THEREFORE ORDERED, ADJUDGED AND DECREED** by the Court that the Plaintiffs, JUAN RUDEK and ARGENT SERVICES, LLC, shall have and recover from the Defendants, JENNIFER SHANNON, BASSAM ODTALLAH and GHASSAN F. ODTALLAH, jointly and severally, in the amount of \$1,021,951.02, plus statutory interest from the date of this order.

**ALL OF WHICH IS ORDERED, ADJUDGED AND DECREED** this 5<sup>th</sup> day of July, 2011.

  
GERALD N. SVETANOFF, JUDGE