

IN THE CIRCUIT COURT OF COOK COUNTY, ILLINOIS
FIRST MUNICIPAL DISTRICT

LECHNER AND SONS,)
f/k/a/ A.W. ZENGELER, INC.) Case No. 07 M1 116723
Plaintiff,)
v.)
AZTEC TRUCKING, INC.) Judge Joyce Marie Murphy Gorman
Defendant,) Presiding Judge

MOTION TO ENTER JUDGMENT AGAINST A THIRD PARTY

COMES NOW AZTEC TRUCKING, INC. (hereinafter "Mr. Hernandez"), Respondent in the above named captioned matter, having filed a "1203" motion in this matter and moves this court to approve and grant the "1203" the default judgment against Mr. Hernandez, but if judgment is affirmed, Mr. Hernandez moves the judgment be entered against the third party, business registered agent and attorney; Scott Dillner of Hiskes, Dillner, O'Donnell, Marovich & Lapp, Ltd., 16231 Wausau Ave, South Holland, IL 60473.

In support of this third party motion Mr. Hernandez states as follows;

1. The Court should approve Mr. Hernandez's Motion to Vacate.
2. The third party has/had a fiduciary obligation to maintain the "chain of custody" of the notice for any legal action.
3. As Mr. Hernandez's business registered agent his fiduciary obligation was to maintain the notice chain by mailing notice of notice certified, return receipt requested.
4. The third party, as a business registered agent, attorney, officer of the court and public record has/had a fiduciary obligation to this Court, the Plaintiffs and any, and all parties, known and unknown, to maintain chain of notice for the Court, Respondent Mr. Hernandez and any party filing an action against
5. The third party violated his fiduciary obligation to all parties.
6. Whether with malice and aforethought or as an honest mistake, the third party failed to maintain the chain of notice by failing to mail Mr. Hernandez notice by certified mail (return receipt).
7. As a matter of law, no notice equals no judgment.

Wherefore Mr. Hernandez pleads and prays this Court;

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FILED-82
CLERK OF THE COURT
JUDICIAL DISTRICT

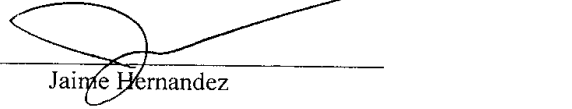
8. Vacate default judgment.

9. If judgment is maintained, and affirmed, said judgment be entered against, and in the name of the third party, for the amount and costs of judgment, with severability of liability and jointly with the third party's legal malpractice specialty insurance carrier, if any.

10. Vacate judgment, or not, independent of this action, as the third party's client, the third party has violated his fiduciary obligations enter a \$50,000.00 breach of fiduciary duty against the third party, in favor of Mr. Hernandez the third party's client, jointly with all severability of liability against the third party's professional malpractice carrier, if any.

Affiant not sayeth further

Certified and sworn to be true,

A handwritten signature in black ink, appearing to read 'Jaime Hernandez', is written over a horizontal line. The signature is stylized with a large loop at the beginning and a long, sweeping tail that extends to the right.

Jaime Hernandez

Pro Se Defendant Jaime Hernandez