

IN THE CIRCUIT COURT OF THE EIGHTEENTH JUDICIAL CIRCUIT
WHEATON, DUPAGE COUNTY, ILLINOIS

IN RE THE FORMER MARRIAGE OF:)
)
JAMES P. AVGERIS,) NO. 06 D 413
Petitioner,)
)
and)
)
LORI L. AVGERIS,)
Respondent.)

VERIFIED PETITION FOR RULE TO SHOW CAUSE
(Return of Dog)

Petitioner, JAMES P. AVGERIS ("JAMES"), individually and through the law firm of RUGGIERO & ASSOCIATES, P.C., pursuant to 750 ILCS 5/508(b) and 512, in support of his Petition for Rule to Show Cause against LORI L. AVGERIS ("LORI"), JAMES states as follows:

1. On March 22, 2006, this Court entered the parties' Judgment for Dissolution of Marriage (the "Judgment").

2. The parties have no children together, and they had a Pre-Nuptial Agreement.

3. Page seven (7) of the parties' Marital Settlement Agreement (attached hereto as Exhibit "A") awards the parties' dog "Wrigley" to JAMES and states as follows:

"The parties agree that JAMES will be given ownership and possession of a male English Springer Spaniel named Wrigley and that LORI will be given ownership and possession of a male English Springer Spaniel named Penny Lane."

4. On February 25, 2007 LORI took the dog named "Wrigley" from JAMES at his residence, and she literally fought him for the dog. Consequently, LORI was arrested

for domestic battery in DuPage County. Her criminal case remains pending.

5. Despite several requests by JAMES to LORI (through their respective attorneys) for her to return the dog "Wrigley" to him, LORI has refused to return the dog "Wrigley".

6. LORI'S failure to comply with the terms of the parties' Judgment for Dissolution of Marriage is "without compelling cause or justification", and, as such, "the court **shall** order the party against whom the proceeding is brought to pay promptly the costs and reasonable **attorney's fees** of the prevailing party" according to 750 ILCS 5/508(b) (emphasis added).

WHEREFORE, Petitioner, JAMES P. AVGERIS, requests as follows:

A. Issue a Rule returnable *instanter* upon LORI L. AVGERIS to show cause, if any she has, why she should not be held in contempt for her failure to abide by the Judgment for Dissolution of Marriage;

B. Order LORI to *immediately* return the male English Springer Spaniel named "Wrigley" to JAMES;

C. Strike the pleadings of LORI;

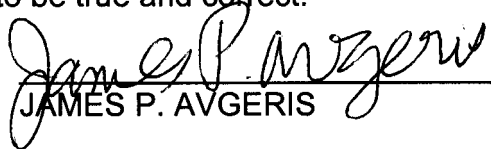
D. Order that JAMES' attorney's fees and costs be assessed against LORI for her willful and intentional failure to abide by the Judgment for Dissolution of Marriage;

E. Terminate LORI'S future visitation with the dog "Wrigley"; and


F. For such other relief as this Court deems just.

VERIFICATION

Petitioner, **JAMES P. AVGERIS**, being first duly sworn, states under oath that he has personal knowledge of the facts and statements alleged in the pleading to which this Verification is attached and that they are true and correct, except for those stated to be on information and belief, and those he believes to be true and correct.


JAMES P. AVGERIS

Subscribed and sworn to
before me this 21st day
of MARCH, 2007


Notary Public

NOTARY PUBLIC
State of Illinois
JF GIBNEY
My Commission Expires Dec. 03, 2007
SEAL

ATTORNEY'S CERTIFICATION

Under penalties as provided by law pursuant to Supreme Court Rule 137, the undersigned Attorney hereby certifies that he has read the instant Pleading and that to the best of his knowledge, information and belief, it is well grounded in fact and is warranted by existing law or that there exists a good faith argument for the extension, modification, or reversal of existing law, and that it is not interposed for an improper purpose, such as to harass or to cause unnecessary delay or needless increase in the cost of litigation.


VINCENT C. RUGGIERO, ESQ.

RUGGIERO & ASSOCIATES, P.C.
Attorney for Petitioner
115 West 55th Street, Suite 400
Clarendon Hills, IL 60514-6395
630/654-0044
Attorney Number: 24808

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IMAGED 03/23/2006

3.5 Personal Property and Pets. The parties agree that they have already divided their personal property, and that each party shall retain as his or her sole property all personal property, including jewelry and automobiles, currently in his or her possession or held solely in his or her name. The parties agree that JAMES will be given ownership and possession of a male English Springer Spaniel named Wrigley and that LORI will be given ownership and possession of a male English Springer Spaniel named Penny Lane. The parties agree that each shall have reasonable visitation with the other party's pet.

3.6 Assignments.

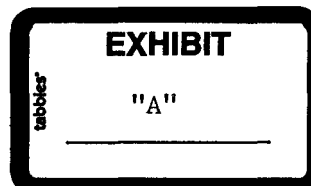
(a) Except as otherwise provided in this Agreement, JAMES shall retain or receive, and LORI shall transfer to JAMES, all of his remaining property, in his sole name, whether marital or non-marital, free and clear of any and all claims thereto by LORI, from the date of the execution of this Agreement until the end of time. Except as otherwise provided in this Agreement, LORI hereby expressly waives, releases and relinquishes any and all claims to any additional property whether personal or real, and whether marital or non-marital, which is currently in JAMES's possession, custody or control.


(b) Except as otherwise provided in this Agreement, LORI shall retain or receive, and JAMES shall transfer to LORI, all of her remaining property, in her sole name, whether marital or non-marital, free and clear of any and all claims thereto by JAMES, from the date of the execution of this Agreement until the end of time. Except as otherwise provided in this Agreement, JAMES hereby expressly waives, releases and relinquishes any and all claims to any additional property whether personal or real, and whether marital or non-marital, which is currently in LORI's possession, custody or control.

(c) The parties agree and acknowledge that the conveyances of property set forth hereinabove in this Article 3, and elsewhere in this Agreement, are transfers of marital property from one spouse to another, and that these transfers are not intended to be taxable events.


JPA

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