

MAGISTRATE COURT OF GWINNETT COUNTY
STATE OF GEORGIA

DISPOSSESSORY JUDGMENT

CASE NO. 11-M-23292

Interez, Inc.

Plaintiff(s)

vs.

LIGATT SECURITY

Defendant(s)

☐ JUDGMENT ☒ CONSENT JUDGMENT ☐ DEFAULT JUDGMENT ☐ DISMISSAL

The above case having come on regularly to be heard, the Court makes the following findings: (check only if applicable)

- | | |
|--|--|
| <input type="checkbox"/> Defensive pleadings filed by Defendant(s) | <input type="checkbox"/> Voluntary dismissal w/out prejudice - Statement of Claim (may be refiled) |
| <input type="checkbox"/> Counterclaim filed by Defendant(s) | <input type="checkbox"/> Voluntary dismissal - Counterclaim |
| <input type="checkbox"/> Plaintiff(s) appeared | <input type="checkbox"/> Plaintiff(s) failed to appear |
| <input type="checkbox"/> Defendant(s) appeared | <input type="checkbox"/> Defendant(s) failed to appear |
| <input type="checkbox"/> Stipulated settlement and dismissal | <input type="checkbox"/> Court Dismissal |
| <input type="checkbox"/> Contested hearing held | |

Plaintiff + Defendant consent to substitution of party plaintiff Interez, Inc. in place of Dennis Papalakis
WRIT OF POSSESSION: IT IS HEREBY ORDERED and ADJUDGED that a WRIT OF POSSESSION (shall) (shall not) be issued.

- a. ☐ Instanter b. ☐ on _____
- c. ☒ Upon written affidavit to this court of defendant's failure to pay plaintiff(s) \$ 3,450⁰⁰ principal, \$ _____ interest, \$ _____ attorney fees, and \$ _____ court costs:

(1) on or before _____

(2) as follows: (July/August) \$1,100 by 7/27/11 (June rent); \$2,200 by 9/1/11; \$150 by 9/15/11

Defendant move out of property by 8/20/11. Server remains in server room until 8/8/11 and moved out of bldg by 9/15/11. All payments via certified funds by close of business.

MONEY JUDGMENT: ☐ Is not authorized, ☐ no personal service, ☐ tenant at sufferance, ☐ other _____

Or, is set forth below as the net judgment, for all claim(s) and counterclaim(s) filed with the court, without having been dismissed:

- d. ☐ Judgment be entered in favor of the defendant(s) against plaintiff(s).
- e. ☐ Plaintiff(s) recover judgment against defendant(s) _____ in the sum of \$ _____ principal, of which ☐ all; or \$ _____; is past due rent, \$ _____ interest, \$ _____ attorney fees, and \$ _____ court costs, and interest at _____ % per annum as shall accrue hereafter.
- f. ☒ Plaintiff(s) has/have Consent Judgment against defendant(s) Ligatt Security for the sum of \$ 3,450⁰⁰ principal, \$ _____ interest, \$3,450 attorney fees, and \$ _____ court costs as follows:

Said amount due will only be \$3,450 for June, July, Aug. rent if Defendant moves Server out of bldg before 9/15/11. If Defendant moves out prior to specified dates above, the said amount due will be prorated according to move-out date.

No FiFa will issue and no garnishment or other action will be taken on said consent judgment as long as payments are timely paid, as ordered. If the defendant(s) fail to make payment or should payment be made more than 5 days beyond the due date, the Clerk of Magistrate Court shall issue a FiFa in the amount then outstanding upon written notice from the plaintiff(s) that payments have not been made as agreed and upon payment of the applicable FiFa fee.

- g. ☐ Plaintiff(s) shall be paid \$ _____; or, ☐ defendant(s) shall be paid \$ _____; now being held in the court registry.
- h. ☐ Defendant(s) recover judgment against plaintiff(s) _____ in the amount of \$ _____ principal, \$ _____ interest, and \$ _____ attorney fees.

- i. ☐ Defendant(s) counterclaim is hereby denied (in its entirety) (as to the issue of _____)
- j. ☐ In the event of an appeal, pursuant to O.C.G.A. 44-7-56, in order for the defendant(s) to remain in possession of the premises, the defendant(s) shall immediately pay into the registry of the court the sum of \$ _____ as past due rent through today's date. The defendant(s) shall immediately

pay future rent of \$ _____ for the balance of rent owed for this month, and then the amount of \$ _____ / month beginning on _____ and continuing on the same day of each month thereafter until the issue has been finally determined upon appeal. The failure to comply with this provision may cause an immediate writ of possession for possession of the premises to be issued instanter by a court of competent jurisdiction.

Duties of ALL judgment creditors: Upon payment of the entire debt upon which a judgment or FiFa has been issued, the judgment creditor shall, in writing, timely (within 60 days) direct the clerk(s) of the appropriate court(s) to: (1) cancel the writ of FiFa, if a writ was issued; (2) mark the judgment satisfied. Failure to timely comply may subject the judgment creditor to monetary damages, O.C.G.A. § 9-13-80.

This 27th day of JULY, 2011

CONSENTED TO BY:

X Onyema Anene
c/o Onyema Anene, Esq.
Anene & Associates, LLC
Attorney for Plaintiff
BAR No. 910413

Magistrate
X [Signature]
Defendant Ligatt Security
CEO

7-7-2011

Case # 11-M-23292

To whom it may concern:

Total Balance of \$7850⁰⁰ includes \$3300⁰⁰ rent for June and July. Also \$600⁰⁰ in late fees with \$650⁰⁰ in legal fees. All Furniture and equipment owned by InterEZ Real Estate Holding, LLC must remain in the dwelling.

Thanks

National Resource
Services

National Resource Services

For Dennis Papalois

5300 Oakbrook E Pkwy
Bldg 300 Ste 350 Norcross, GA 30093

(Plaintiff(s) Name & Address)

Day Phone Number: 770-935-0003

VS.

Ligatt Security

6991 Peachtree Industrial Blvd

400
NORCROSS, GA 30093

(Defendant(s) Name & Address)

Telephone numbers:

MAGISTRATE COURT OF GWINNETT COUNTY
STATE OF GEORGIA

DISPOSSESSORY PROCEEDING

CASE NO. 11-M-23292

INFO & FORMS ON THE INTERNET

http://www.gwinnettcourts.com

E-mail: mag@gwinnettcounty.com

Personally appeared the undersigned affiant who on oath says that affiant is (owner), (attorney at law), (agent) for Plaintiff(s) herein, and that Defendant(s) is/are in possession as tenant of premises at the address as stated above, in Gwinnett County, the property of said Plaintiff(s). Plaintiff(s) attest(s) that there are no other person(s)/entity(ies) or known occupant(s) with whom Plaintiff(s) has/have a landlord tenant relationship. FURTHER THAT: (check applicable claim(s))
☒ tenant fails to pay the rent which is now past due;
☐ tenant holds the premises over and beyond the term for which they were rented or leased to tenant;
☐ tenant is a tenant at sufferance;
☐ Other:

THAT Plaintiff(s) is/are entitled to recover any and all rent that may come due until this action is finally concluded. Plaintiff(s) desires and has demanded possession of the premises and Defendant(s) has/have failed and refused to deliver said possession. WHEREFORE, Plaintiff(s) demand(s) (a) possession of the premises; (b) past due rent of \$ 7850=; (c) rent accruing up to the date of judgment or vacancy at the rate of

\$ per day. (Calculate daily rental rate, if seeking rent accruing to date of judgment or vacancy.)

(d)

Sworn to and subscribed before me,
this 7 day of July, 20 11.

Magistrate or Deputy Clerk

Affiant [] Owner [] Attorney at Law [] Agent

SUMMONS -- To the Sheriff of Gwinnett County or lawful deputies of the Sheriff -- GREETINGS:

The Defendant(s) is/are commanded and required to file an answer to said affidavit in writing or orally in person at the Magistrate Court of Gwinnett County, Lawrenceville, Georgia on or before the seventh (7th) day after the date of service of this affidavit and summons. If such answer is not made, a Writ of Possession and/or Judgment shall issue as provided by law. Witness the Honorable George Hutchinson, Chief Magistrate of said Court.

This 7 day of July, 20 11.

Magistrate or Deputy Clerk

WRIT OF POSSESSION

To the Sheriff of Gwinnett County or lawful deputies of the Sheriff: You are hereby commanded to remove said Defendant(s), and any other person(s)/entities whose presence upon the premises is through the tenancy of Defendant(s) together with Defendant(s)/their property thereon from said premises and to deliver full and quiet possession of the same to the Plaintiff(s) herein effective: 1. (Instantly); or 2. (On July 27, 20 11).

3. Pursuant to the terms of a consent judgment filed herewith dated July 27, 20 11.

This 27th day of July, 20 11.

Magistrate