

**BRIAN KELLER'S**  
**SIGNIFICANT JURY TRIALS AND CASE EXPERIENCE**

1. **Santella v. Kolton, et al.**  
*Cook County, IL (Summary Judgment)*

Plaintiff brought an action under the Illinois Uniform Fraudulent Transfer Act alleging that to avoid paying a monetary judgment in an underlying suit, defendant fraudulently transferred two parcels of property originally owned by defendant to his wife, brother, and mother. Plaintiff's complaint sought to set aside the fraudulent transfers.

Plaintiff subsequently filed a motion for summary judgment and the court granted summary judgment in plaintiff's favor finding that defendant's transfer of the two parcels constituted fraudulent transfers under the Uniform Fraudulent Transfer Act.

2. **Chandra v. Chandra**  
*Cook County, IL*  
*First Appellate District Court*

Following recovery in a qui tam action, plaintiff filed a cause of action for declaratory judgment against defendant seeking to enforce a contract entered into by the parties. Defendant filed answers and defenses, as well as a counterclaim and crossclaim, seeking to have the contract declared unenforceable. Plaintiff subsequently filed a motion for judgment on the pleadings and for prejudgment interest. After briefing and argument, the trial court granted the motion in part by finding the contract at issue to be enforceable, but denied the request for prejudgment interest.

Defendant appealed to the First District Appellate Court, contending that the trial court erred in finding the contract enforceable, asserting there was no consideration from plaintiff in forming the contract and that the contract itself violated the Illinois Rules of Professional Conduct. Defendant asked the appellate court to reverse the trial court's grant of judgment on the pleadings. Plaintiff appealed the trial court's denial of its request for prejudgment interest, arguing that the trial court erred in this portion of its determination because defendants' actions prevented the distribution of funds to which the plaintiff was entitled under the contract, depriving plaintiff of the use and benefit of the proceeds. The Third District Appellate Court affirmed the trial court's judgment finding that the contract at issue was valid and enforceable. The appellate court also reversed the portion of the trial court's judgment denying plaintiff's request for prejudgment interest, finding that the plaintiff was entitled to an award of prejudgment interest under the Interest Act based on the existence of an instrument in writing and, alternatively, based on defendant's unreasonable and vexatious delay of payment on the contract. The appellate court remanded the case to the trial court with directions to enter such award based on the amount of the qui tam recovery and the division agreed to by the parties in the valid and enforceable contract.