

# UNOFFICIAL COPY

Facsimile memorandum of  
Judgment



Doc#: 1415654008 Fee: \$46.00  
RHSP Fee: \$9.00 RPRF Fee: \$1.00  
Affidavit Fee: \$2.00  
Karen A. Yarbrough  
Cook County Recorder of Deeds  
Date: 06/05/2014 02:21 PM Pg: 1 of 5

PIN: 02-27-108-011-0000

LEGAL:

LOT 160 IN PLUM GROVE HILLS UNIT 3, BEING A SUBDIVISION OF PART OF THE  
NORTHWEST QUARTER OF SECTION 27, 42 NORTH, RANGE 10 EAST OF THE THIRD  
PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

ADDRESS: 704 Valley Lane, Palatine, IL 60067-7155

This instrument was prepared by, and after recording should be returned to:

John Conway, Esq.  
Sullivan Hincks & Conway  
120 West 22<sup>nd</sup> Street, Suite 100  
Oak Brook, IL 60523  
(630) 573-5021

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*JH*

**IN THE UNITED STATES DISTRICT COURT  
FOR THE NORTHERN DISTRICT OF ILLINOIS  
EASTERN DIVISION**

WORLD FUEL SERVICES, INC., )  
d/b/a Texor Petroleum, a Texas corporation, )  
) )  
Plaintiff, )  
) )  
) )  
E & D CITGO, INC., an Illinois corporation, )  
AUSTIN & MONTROSE, INC., and )  
EVRIPIDIS ("EVRIS") GOGOS, )  
) )  
Defendants. )

No. 13 C 05273

Honorable Robert W. Gettleman  
Magistrate Daniel G. Martin

**JUDGMENT ORDER**

This matter coming on to be heard pursuant to Plaintiffs' Motion For A Default Judgment in favor of the Plaintiff and against the Defendants pursuant Rule 55(b)(2) of the Federal Rules of Civil Procedure, and the Court having been fully advised on the premises herein:

This Court having read Plaintiff's Motion For A Default Judgment and the supporting Complaint and the affidavit of Lewis Livermore of Texor in support of the motion, reviewed the supporting case law and authority, and having heard argument of counsel;

The Court Finds:

1. The Defendants Evripidis (Evriss) Gogos, E&D Citgo, Inc. and Austin & Montrose, Inc. have been duly served with the Summons and Complaint in this matter;
2. The Defendants have not appeared in this matter and have not filed any responsive pleadings.
3. The Defendants Evripidis (Evriss) Gogos, E&D Citgo, Inc. and Austin & Montrose, Inc. are in default.
4. This Court has jurisdiction over the subject matter and over the parties to this action.

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**IT IS THEREFORE HEREBY ADJUDGED, ORDERED, AND DECREED AS FOLLOWS:**

- 1) Judgment is entered in favor of the Plaintiff, World Fuel Services, Inc. d/b/a Texor Petroleum and against the Defendant E&D Citgo, Inc. for compensatory damages in an amount of \$208,241.93 plus attorneys' fees and costs of \$7,665.03;
- 2) Judgment is entered in favor of the Plaintiff, World Fuel Services, Inc. d/b/a Texor Petroleum and against the Defendant Austin & Montrose, Inc. for compensatory damages in the amount of \$252,988.93 plus attorneys' fees and costs of \$7,665.03;
- 3) Judgment is entered in favor of the Plaintiff, World Fuel Services, Inc. d/b/a Texor Petroleum and against the Defendant Evripidis (Evr) Gogos for compensatory damages in the amount of \$461,230.85 plus attorneys' fees and costs of \$7,665.03;
- 4) Montrose Citgo, Inc., E&D Citgo, Inc. and Evripidis Gogos, and their respective officers, agents, employees, successors and attorneys, and all those in active concert or participation with them are hereby enjoined and restrained from (i) displaying the CITGO® trademark in any fashion on the property or otherwise; (ii) displaying a likeness of the CITGO® trademark in any fashion on the property or otherwise; (iii) representing to customers of CITGO® that the defendants are in any way affiliated with CITGO®;
- 5) Texor shall be provided with sufficient access to, and shall be allowed to enter upon the real property at 4445 North Nagel, also known as 4670 North Narragansett, in Harwood Heights, Illinois to remove the fuel that has not been paid for, and to remove the CITGO signage, all CITGO brand identifiers, the fuel dispensers, the canopy, and all other image identifications at this Location;
- 6) Texor shall be provided with sufficient access to, and shall be allowed to enter upon the real property at 5959 West Montrose, Chicago, Illinois to remove the fuel that has not been paid for, and to remove the CITGO signage, all CITGO brand identifiers, the fuel dispensers, the canopy, and all other image identifications at this Location;
- 7) Judgment is entered in favor of the Plaintiff, World Fuel Services, Inc. d/b/a Texor Petroleum and against the Defendant Evripidis (Evr) Gogos, E&D Citgo, Inc. and Austin & Montrose, Inc., jointly and severally, for treble damages as provided in 15 U.S.C. Section 1117 on the ground that Defendants' acts as alleged in the Complaint were willful and wanton;
- 8) The Defendant Evripidis (Evr) Gogos, E&D Citgo, Inc. and Austin & Montrose, Inc., jointly and severally shall immediately return to Texor all advertisements, packages, signs, labels, canopy covers, pump toppers, and/or any other material bearing the symbol or name "CITGO" ® or any other colorable imitation of CITGO® registered trademark;
- 9) Judgment is entered in favor of the Plaintiff, World Fuel Services, Inc. d/b/a Texor

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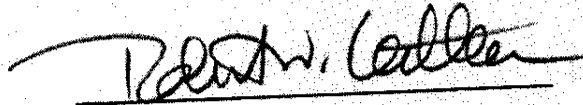
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Petroleum and against the Defendant Evripidis (Evriss) Gogos, E&D Citgo, Inc. and Austin & Montrose, Inc., jointly and severally, for Texor's costs in this action, including an amount for reasonable attorneys' fees as provided for in 15 U.S.C. Section 1117; and

10) That no bond be required of the Plaintiff.

Dated: September 25, 2013

ENTER:



Judge  
U.S. District Court Judge

John J. Conway  
Sullivan Hincks & Conway  
Attorneys For Plaintiff  
120 West 22nd Street  
Suite 100  
Oak Brook, IL 60523  
(630) 573-5021  
[johnconway@shlawfirm.com](mailto:johnconway@shlawfirm.com)

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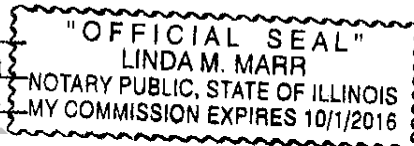
## STATEMENT BY GRANTOR AND GRANTEE

The **grantor** or his agent affirms that, to the best of his knowledge, the name of the **grantee** shown on the deed or assignment of beneficial interest in a land trust is either a natural person, an Illinois corporation or foreign corporation authorized to do business or acquire and hold title to real estate in Illinois, a partnership authorized to do business or acquire and hold title to real estate in Illinois, or other entity recognized as a person and authorized to do business or acquire title to real estate under the laws of the State of Illinois.

Dated 6-5, 2014

Signature: [Handwritten Signature]  
Grantor or Agent

Subscribed and sworn to before me  
By the said John Conway  
This 5th day of June, 2014  
Notary Public Linda M. Marr

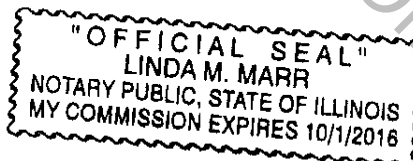


The **grantee** or his agent affirms and verifies that the name of the **grantee** shown on the deed or assignment of beneficial interest in a land trust is either a natural person, an Illinois corporation or foreign corporation authorized to do business or acquire and hold title to real estate in Illinois, a partnership authorized to do business or acquire and hold title to real estate in Illinois or other entity recognized as a person and authorized to do business or acquire title to real estate under the laws of the State of Illinois.

Date 6-5, 2014

Signature: [Handwritten Signature]  
Grantor or Agent

Subscribed and sworn to before me  
By the said John Conway  
This 5th day of June, 2014  
Notary Public Linda M. Marr



Note: Any person who knowingly submits a false statement concerning the identity of a **Grantee** shall be guilty of a Class C misdemeanor for the first offense and of a Class A misdemeanor for subsequent offenses.

(Attach to **deed** or **ABI** to be recorded in Cook County, Illinois if exempt under provisions of Section 4 of the Illinois Real Estate Transfer Tax Act.)