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**Mail To:**

Aaron B. Chapin  
Husch Blackwell LLP  
120 S. Riverside Plaza, Suite 2200  
Chicago, IL 60606

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**Document Description:**

**Default Judgment for Attorneys' Fees and Expenses Against Defendants** Universe Transportation, Inc. and Todd Todorov a/k/a Todor Todorov entered on February 7, 2020, In the Circuit Court of Cook County, Illinois County Department, Law Division, *BMO Harris Bank N.A. v. Universe Transportation, Inc. and Todd Todorov a/k/a Todor Todorov*, Case No. 2019-L-007454.

Prepared by: Aaron B. Chapin  
Husch Blackwell LLP  
120 S. Riverside Plaza, Suite 2200  
Chicago, IL 60606

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IN THE CIRCUIT COURT OF COOK COUNTY, ILLINOIS  
COUNTY DEPARTMENT, LAW DIVISION

BMO HARRIS BANK N.A.,

Plaintiff,

v

UNIVERSE TRANSPORTATION, INC.  
and TODD TODOROV A/K/A TODOR  
TODOROV,

Defendants.

Case No. 2019-L-007454

**DEFAULT JUDGMENT**

This matter comes before the Court on the Motion of Plaintiff, BMO Harris Bank N.A. ("Plaintiff"), for Default Judgment against Defendants, Universe Transportation, Inc. ("Borrower") and Todd Todorov a/k/a Todor Todorov ("Guarantor" and collectively with Borrower, the "Defendants"); default having been previously entered on the Docket; due and proper notice having been given to Defendants, this Court having considered the Verified Complaint and the exhibits attached thereto, the Motion for Default Judgment, the Affidavit of Micki Koepke, and Plaintiff's Memorandum of Law in Support of the Motion; and the Court being otherwise duly advised in the premises, **IT IS HEREBY FOUND THAT:**

1. Borrower is in default under the following agreements (the "Agreements"):
  - a. Loan and Security Agreement dated April 16, 2018 executed by Plaintiff, as lender, and Borrower, as borrower;
  - b. Loan and Security Agreement dated April 23, 2018 executed by Plaintiff, as lender, and Borrower, as borrower;
  - c. Loan and Security Agreement dated July 17, 2018 executed by Plaintiff, as lender, and Borrower, as borrower; and
  - d. Loan and Security Agreement dated October 29, 2018 executed by Plaintiff, as lender, and Borrower, as borrower.

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2. Guarantor is in default under the Continuing Guaranties dated April 16, 2018, April 23, 2018, July 17, 2018, and October 29, 2018 (collectively, the "Guaranties").

3. Plaintiff possesses a first-priority security interest in the Collateral described in the Agreements, including all attachments, accessions, accessories, replacement parts, repairs and additions or substitutions thereto (the "Collateral"), which in summary consists of the following vehicles:

Agreement	Year	Make	Model	Description	Serial Number
First	2019	Volvo	VNL64T760	Tractor	4V4NC9EJ4KN897837
Second	2019	Volvo	VNL64T760	Tractor	4V4NC9EJ8KN897839
Third	2019	Volvo	VNL64T760	Tractor	4V4NC9EJ2KN897836
Fourth	2019	Utility	Refrigerated Vans	Trailer	1UYVS2539K2594613

4. The Agreements entitle Plaintiff to repossess and remove the Collateral in the event of a default by Borrower.

5. Plaintiff has notified Borrower of the defaults under the Agreements and demanded possession of the Collateral.

6. Borrower has possession of the Collateral and, therefore, has the ability to remove it from this Court's jurisdiction before a judgment can be rendered on this matter.

7. Borrower has or should have dispatch, routing, and tracking systems which enable it to identify the location and operational status of the Collateral, and which enable it to communicate with any field managers, dispatches, and/or individual operators to relay operational information and instructions.

8. Plaintiff will suffer irreparable injury for which no adequate remedy at law exists unless Borrower and other persons and firms having knowledge of this injunction, including specifically Guarantor, are (a) enjoined from continuing to use the Collateral; (b) ordered to

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advise Plaintiff of the precise location of each and every item of the Collateral; and (c) ordered to surrender the Collateral to Plaintiff.

9. Plaintiff has proven its damages and satisfied the grounds necessary for injunctive relief.

Based on these findings, **IT IS HEREBY ORDERED THAT:**

A. Judgment is entered in favor of Plaintiff and against Defendants, jointly and severally, in the amount of \$585,111.33, as of January 27, 2019, plus interest at the rate of \$256.44 per diem.

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B. Plaintiff is hereby granted an Order of Possession and Plaintiff entitled to immediate possession of the Collateral, wherever located.

C. To effectuate the Order of Possession, Plaintiff is granted the following injunctive relief:

(1) Borrower and any of its responsible managing agents, officers, directors, or employees (acting within the scope of his or her office or employment), including specifically Guarantor, and any other person or entity in active concert or participation with Borrower having actual notice of this Injunction by personal service or otherwise, are hereby enjoined and restrained as follows: (a) from transporting, using, pledging, encumbering, selling, transferring, or disposing of the Collateral either in the operation of the business of Borrower or otherwise, except as may be necessary to move or transport the Collateral in order to comply with this Order; and (b) restricting, limiting, or conditioning either the access of Plaintiff to the Collateral, or Plaintiff's ability to take possession of the Collateral.

(2). Borrower and any of their responsible managing agents, officers, directors, or employees (acting within the scope of his or her office employment), including specifically

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Guarantor, and any other person or entity in active concert or participation with Borrower having actual notice of this Injunction by personal service or otherwise, are hereby required to: (a) contact Plaintiff's representative, as set forth in Paragraph (4) below, by the end of the next business day after receiving notice of this Order and disclose the precise location of each and every item of Collateral; and (b) by the end of the second business day after receiving notice of this injunction, surrender the Collateral in its possession, custody, or control to Plaintiff at one or more locations to be designated by Plaintiff's representative and take all actions necessary to allow Plaintiff to obtain access to and possession of the Collateral, including terminating sub-leases, if any, and obtaining the Collateral from any third parties who may have possession, custody, or control over the Collateral.

(3). Borrower shall immediately notify all of its responsible managing agents, officers, directors, employees, and agents of the entry of this Injunction and the terms thereof.

(4). Plaintiff's representative for purposes of this Order is:

Micki Koepke  
Phone: 319-832-3543  
e-mail address: Micki.Koepke@omo.com

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D. In the event that one or more items of the Collateral are located within the territorial boundaries of the State of Illinois, the Sheriff of any County in the State of Illinois where the Collateral may be situated, or any duly authorized representative(s) of the same, is directed to seize the Collateral by any and all legal means. If the Collateral, or any of it, is concealed in a building or elsewhere, and a demand made by the Sheriff and/or its representative(s) for its delivery is refused or there is no response, the Sheriff shall cause the building or other enclosure to be broken open and shall take the Collateral therefrom, or, alternatively, shall secure the building or other enclosure by any reasonable means including,

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without limitation, changing the locks of the building or other enclosure. Plaintiff shall be free to dispose of the Collateral surrendered or seized pursuant to this Order.

E. Plaintiff is awarded its reasonable attorneys' fees and is granted leave to file motion for attorneys' fees within 30 days of Plaintiff's recovery of the Collateral.

F. This is a FINAL ORDER the terms of which are effective immediately.

ENTER:

*[Signature]*

Judge Daniel J. Kubaslak

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Circuit Court-2072

Order Prepared by:

Aaron B. Chapin (ARDC 62/2540)  
Husch Blackwell LLP  
120 S. Riverside Plaza, Suite 2210  
Chicago, IL 60606  
T: 312-655-1500  
F: 312-655-1501  
E: aaron.chapin@huschblackwell.com  
Attorney for BMO Harris Bank N.A.

