

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

ANGEL ALVAREZ, ALEXANDROS)
GIAVRIDIS, THEMISTOKLIS)
MARMARAS, JOSE L. ROLDAN)
THEOHARIS SPARTIATIS,)
GEORGE P. THEOHARIS, and)
IOANNIS PETROU,)

08 CV 3237

Plaintiffs,

Judge Gottschall

vs.

Magistrate Judge Denlow

CHRIST DEMOS and D&G)
DOWNTOWN, INC.,)

Defendants.)

**PLAINTIFFS’ RENEWED MOTION FOR
ENTRY OF A JUDGMENT AGAINST DEFENDANTS**

Plaintiffs, by their attorneys, James X. Bormes and Jeffrey Grant Brown, respectfully move for entry of judgment in favor of Plaintiffs and their counsel and against Defendants. In support of their motion, Plaintiffs state as follows:

1. Plaintiffs are former servers who filed this lawsuit alleging Defendants did not pay them for all hours worked in violation of the Fair Labor Standards Act (the "FLSA") and Illinois’ wage laws.
2. Defendant D& G Downtown, Inc. (“D&G”) is the corporate entity which owned the restaurant where Plaintiffs worked.
3. Defendant Christ Demos (“Demos”) is the president and major shareholder of D&G. Plaintiffs alleged that Demos was personally liable as an “employer” under the FLSA and Illinois law.

4. The parties in 2009 negotiated a settlement which provided that Defendants would make two payments to Plaintiffs and their lawyers (the "Settlement Agreement"). The first payment was due on or about October 30, 2009 and the second payment totaling \$100,000 was due August 20, 2010.

4. Defendants failed to make the payment due on August 20, 2010.

5. In October of 2010, Plaintiffs moved for entry of a judgment against Defendants relating to the unpaid balance of \$100,000 owed pursuant to the Settlement Agreement. Subsequent to the filing of that motion, the parties reached an agreement memorialized in an Agreed Order signed by the Court on October 25, 2010 which provided that Defendants would pay the \$100,000 as follows: \$50,000 would be paid by September 30, 2010 and \$50,000 would be paid by December 31, 2010(the "Amended Agreement"). (A copy of the October 25, 2010 Agreed order is attached as Exhibit 1.)

6. Defendants paid the payment due on September 30, 2010 under the Amended Agreement. Defendants did not make the \$50,000 payment due December 31, 2010 under the Amended Agreement.

7. Pursuant to a minute order entered on October 25, 2010, Plaintiffs' motion for entry of a judgment was withdrawn without prejudice and Plaintiffs were granted leave to reinstate a motion for judgment against Defendants by January 15, 2011. (A copy of the October 25, 2010 minute order is attached as Exhibit 2.)

8. Plaintiffs request that the Court enter a judgment in favor of each Plaintiff and Plaintiffs' counsel and against Defendants as follows:

Angel Alvarez	\$2,304.50
Alexandros Giavridis	\$8,083.50
Themistoklis Marmaras	\$4,416.50
Jose L. Roldan	\$3,852.00
Theoharis Spartiatis	\$4,009.50
George P. Theoharis	\$5,459.50
Ioannis Petrou	\$5,513.50
Law Office of James X. Bormes, P.C.	\$8,492.63
Converse & Brown, LLC	<u>\$8,492.63</u>
TOTAL	\$50,624.26

WHEREFORE, Plaintiffs pray for entry of judgment in favor of each of them as well as their attorneys and against Defendants in the amounts set forth in paragraph 8 above and for such further relief the Court deems equitable and just.

**ANGEL ALVAREZ, ALEXANDROS
GIAVRIDIS, THEMISTOKLIS
MARMARAS, JOSE L. ROLDAN
THEOHARIS SPARTIATIS,
GEORGE P. THEOHARIS, and
IOANNIS PETROU,**

By: /s/ James X. Bormes
One of Plaintiffs' attorneys

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