

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

STRUBE CELERY & VEGETABLE CO., et al.	:
	:
Plaintiffs	:
	:
v.	:Civil No: 1:09-cv-4101
	:Hon. James B. Zagel
CENTRAL MARKET LTD, et al.	:
	:
Defendants	:

ORDER AND JUDGMENT

Upon consideration of the First Amended Complaint of Strube Celery & Vegetable Co. and JAB Produce, Inc. seeking the entry of judgment by this Court in favor of plaintiffs, and against defendants, Entourage Enterprises, Inc., George Pavlis, and Sotirios Pavlis, in the collective sum of \$41,452.20, plus prejudgment interest and attorneys fees, and upon consideration of the Joint Motion for Entry of Order and Judgment, it is by the United States District Court for the Northern District of Illinois, Eastern Division,

ORDERED that plaintiffs Strube Celery & Vegetable Co. and JAB Produce, Inc. are trust creditors under the provisions of the Perishable Agricultural Commodities Act, 7 U.S.C. §499e(c) (“PACA”), of the defendants, Entourage Enterprises, Inc., George Pavlis, and Sotirios Pavlis, on a debt in the collective principal amount of \$41,452.20, plus prejudgment interest and attorney’s fees; and it is further

ORDERED that judgment be, and it is hereby entered in favor of plaintiff Strube Celery & Vegetable Co. and against defendants, Entourage Enterprises, Inc., George Pavlis,

and Sotirios Pavlis, jointly and severally, in the sum of \$21,318.50, plus \$1,974.97 in prejudgment interest through December 21, 2009, plus \$4,634.47 in attorney's fees, for a total of \$27,927.94; and it is further

ORDERED that judgment be, and it is hereby entered in favor of JAB Produce, Inc. and against defendants, Entourage Enterprises, Inc., George Pavlis, and Sotirios Pavlis, jointly and severally, in the sum of \$20,133.70, plus \$1,959.66 in prejudgment interest through December 21, 2009, plus \$3,227.70 in attorney's fees, for a total of \$25,321.06, subject to any adjustment for payments made, and it is further

ORDERED that no execution shall issue upon this Order and Judgment nor shall plaintiffs take any action to collect or enforce the Order and Judgment, other than recording the same as a judgment lien and to notify any and all lenders of the requirements of this Order and Judgment, so long as defendants pay plaintiffs the total collective sum of \$37,968.00 as follows: 1) as a condition precedent to this Agreement, the sum of \$3,417.12 on or before December 21, 2009, by cashier's check or money order made payable to counsel for plaintiffs, McCarron & Diess, in trust, and delivered to Mary Jean Fassett, Esq., 4900 Massachusetts Ave., NW #310, Washington, D.C. 20016; 2) the sum of \$1,139.04 on or before January 21, 2010, by cashier's check or money order made payable to local counsel for plaintiffs, William B. Kohn, Esq., in trust, and delivered to William B. Kohn, 150 N. Wacker Drive, Suite 1400, Chicago, IL 60606; 3) the sum of \$3,417.12 on or before February 21, 2010 by cashier's check or money order made payable to local counsel for plaintiffs, William B. Kohn, Esq., in trust, and delivered to William B. Kohn, 150 N. Wacker Drive, Suite 1400, Chicago, IL 60606; and 4) the sum of \$1,139.04 on or before the 2^{1st} of each month thereafter until the remaining balance is paid in full by

cashier's check or money order made payable to local counsel for plaintiffs, William B. Kohn, Esq., in trust, and delivered to William B. Kohn, 150 N. Wacker Drive, Suite 1400, Chicago, IL 60606; and it is further

ORDERED that in the event defendants fail to make any payment as provided hereunder, upon the filing of an affidavit as to such default by counsel for plaintiffs with the Court with a copy thereof to defendants, the stay of execution shall be lifted and plaintiffs shall be entitled to execute on the full amount of their judgments, less any payments received, plus post-judgment interest at the statutory rate and any additional attorney's fees and costs to protect their rights under this Order and Judgment; and it is further

ORDERED that notwithstanding anything to the contrary herein, should defendants default in any obligation hereunder, plaintiffs shall notify defendants of such default and defendants will have until 5:00 p.m. on the second business day following receipt of such notice to cure such default. Notice of any default will be made in writing and shall be considered given if such notice is sent via facsimile at 773-631-2777 or overnight delivery to defendants' counsel, James P. Antonopoulos, at 5045 N. Harlem Avenue, Chicago, IL 60656, with such notice to be effective upon delivery; and it is further,

ORDERED that in the event the defendants default in the performance of any obligation under this Order and Judgment, and plaintiffs incur further attorney's fees and/or costs to protect their rights and collect the remaining sums due under this Order and Judgment, defendants shall be liable to plaintiffs for such additional fees and costs,

including any and all proceedings to determine such additional fees and costs; and it is further

ORDERED that nothing herein, nor the installment nature of the payments being made hereunder, shall be deemed, interpreted or otherwise construed as an extension of credit by plaintiffs to the defendants, nor as a waiver of plaintiffs' rights under the PACA statutory trust as set forth in 7 U.S.C. §499e(c), as the rights afforded to plaintiffs under this Order and Judgment are in addition to their rights under said trust; and it is further

ORDERED that upon receipt of the final payment due hereunder, counsel for plaintiffs shall file a notice of satisfaction of judgment with this Court.

SO ENTERED this ____ day of _____, 2009.

Judge, U.S. District Court