

County held defendants and Tony Xenos personally liable in the amount stated above. For the reasons stated below, we affirm.

¶ 3

FACTS

¶ 4 Plaintiffs filed a small claims complaint in the circuit court of Washington County against Acropolis Marble & Granite (Acropolis), also known as Aphrodite Granite & Marble, Inc. (Aphrodite), and Tony Xenos. The complaint alleged failure of defendants to install countertops and further alleged they had sustained damages of \$5,000 when defendants failed to perform the contract. Defendants, Aphrodite and Tony Xenos, filed an answer denying the allegations. The court conducted a bench trial and admitted exhibits from both sides into evidence. There was no transcript of proceedings and no bystander's report.

¶ 5 In August 2008, plaintiffs issued a check in the amount of \$5,000 to Acropolis. There was no written contract. Plaintiffs alleged that defendants failed to install the countertops for which they had paid. Defendants denied there was a contract between them and plaintiffs and that they had any relationship and that neither Aphrodite nor Tony had any relationship with Acropolis. The record reflects that Aphrodite was incorporated in Missouri in October 2009 and has remained a corporation in good standing with the Missouri Secretary of State. The corporation's annual reports list Tony Xenos as president, secretary, and sole director. Defendants also introduced exhibits indicating that Acropolis was incorporated in the State of Missouri in 1992 by Tony's father, Spiros N. Xenos, as Acropolis Marble, Inc., and subsequently the name was changed and the corporation itself was dissolved in June of 2009.

¶ 6 Plaintiffs introduced evidence that Tony worked for Acropolis for over a decade handling its sales and acting as its accountant. They cited as an exhibit Acropolis's website which linked, at the time of trial, to the Aphrodite website and stated that Spiros Xenos "has allowed the legacy of his 30 yr history of stonework in St. Louis to continue through his son Tony Xenos and Aphrodite Granite's staff of qualified employees." Plaintiffs further

introduced evidence from Aphrodite's website identifying Tony as Spiros's son, outlining his extensive experience with Acropolis and his continuation of the Aphrodite tradition of quality. Both parties, by argument, essentially agree that the circuit court in its ruling found Aphrodite to be a successor in interest to Acropolis, defendants arguing that there was no basis for this position and plaintiffs arguing a combined piercing-of-the-corporate-veil/successor-in-interest argument in their respective briefs. The circuit court's written order states in part that "[t]he court having assessed credibility of witnesses finds in favor of plaintiff[s] and against defendant corporations and Tony Xenos personally" and awarded \$5,000 plus costs of \$108. Defendants timely appealed.

¶ 7

ANALYSIS

¶ 8 Both parties, citing different appellate opinions, argue that the standard by which we should review this appeal is manifest weight of the evidence. *Watkins v. American Service Insurance Co.*, 260 Ill. App. 3d 1054, 631 N.E.2d 1349 (1994). In our review, we also note that part of the trial court's ruling involved its assessment of the credibility of the witnesses.

¶ 9 Plaintiffs argue that their testimony indicated that Tony personally came to their house, measured the area for the granite countertops, and took the check. Defendants, in their brief, do not dispute this but argue that, at the time these events took place, Tony was an employee of Acropolis. On review of this record in its entirety, we conclude that the judgment of the circuit court was not against the manifest weight of the evidence. The above-mentioned websites indicate Aphrodite and Tony fully intended that the general public, including plaintiffs herein, view Aphrodite and Tony as a continuation of the business with the same service standards and skill as that of Acropolis and Spiros. The dates of Acropolis's activities, its dissolution, and the formation of Aphrodite, as well as the transition of Tony from an employee of Acropolis to the key person at Aphrodite, form a reasonable basis for the circuit court to conclude that Aphrodite was, in fact, a successor in interest to

Acropolis. The parties, both *pro se*, who have presented with very well-written and clear briefs, cite numerous cases involving piercing the corporate veil and successor in interest. *Ted Harrison Oil Co. v. Dokka*, 247 Ill. App. 3d 791, 617 N.E.2d 898 (1993); *Fontana v. TLD Builders, Inc.*, 362 Ill. App. 3d 491, 840 N.E.2d 767 (2005); *In re Estate of Wallen*, 262 Ill. App. 3d 61, 633 N.E.2d 1350 (1994). A common feature of the above-cited authorities is that there must be a substantial unity of interest in ownership of the corporate entities so that the separate personalities are essentially irrelevant and a fiction and that adherence by a court of separate corporate existence would result in a fraud, promote injustice, or result in inequitable consequences. The circuit court clearly was applying these standards to the factual situation at hand recognizing that there is a unity of business activities, personnel (in the form of Tony), and corporate identity and goodwill which the successor corporation used positively in its advertising. The decision of the circuit court, noting also its superior position to assess the credibility of witnesses, was not against the manifest weight of the evidence in determining that Aphrodite is, in fact, a successor in interest to Acropolis. Even without a bystander's report or a transcript of proceedings, the record in this case is clear.

¶ 10 Accordingly, for the reasons stated above, we affirm the judgment of the circuit court of Washington County.

¶ 11 Affirmed.