

UNITED STATES DISTRICT COURT
MIDDLE DISTRICT OF FLORIDA
ORLANDO DIVISION

TRANSPORTATION ALLIANCE BANK
INC.,

Plaintiff,

v.

Case No: 6:16-cv-1773-Orl-40DCI

TRAX AIR, LLC, BRYAN L. BREWER,
BRYAN L. BREWER, KATHERINE A.
BREWER and THE BRYAN L.
BREWER REVOCABLE TRUST,

Defendants.

ORDER

This cause is before the Court on Plaintiff's Renewed Motion for Entry of Default Judgment (Doc. 55) filed on February 1, 2018. The United States Magistrate Judge has submitted a report recommending that the motion be granted in part and denied in part.

After an independent *de novo* review of the record in this matter, and noting that no objections were timely filed, the Court agrees entirely with the findings of fact and conclusions of law in the Report and Recommendation.

Therefore, it is **ORDERED** as follows:

1. The Report and Recommendation filed May 31, 2018 (Doc. 57), is **ADOPTED** and **CONFIRMED** and made a part of this Order.
2. The Renewed Motion for Entry of Default Judgment (Doc. 55) is **GRANTED IN PART AND DENIED IN PART**.
3. The Motion (Doc. 55) is **GRANTED** as follows;

- a. The Court **finds** that Transportation Alliance Bank, Inc. is entitled to default judgment on Count I of the Complaint;
- b. The Clerk is **DIRECTED** to enter judgment in favor of Transportation Alliance Bank, Inc. and against Trax Air, LLC, Bryan L. Brewer, in his individual capacity, and Bryan L. Brewer and Katherine A. Brewer, in their capacities as trustees of The Bryan Brewer Revocable Trust, jointly and severally, on Count I of the Complaint for the total amount of **\$851,760.95**, plus interest thereon from December 31, 2017 forward at the rate of 18% per annum;
- c. Transportation Alliance Bank, Inc. is recognized as the holder and owner of the following instruments:
 - i. The Loans (Docs. 1-1; 1-3; 1-7);
 - ii. The Notes (Docs. 1-2; 1-4; 1-8);
 - iii. Commercial Security Agreement (Doc. 1-5);
 - iv. Piper Security Agreement (Doc. 1-9);
 - v. Beechcraft Security Agreement (Doc. 1-10);
 - vi. Cessna Security Agreement (Doc. 1-11);
 - vii. The Brewer Guarantees (Docs. 1-12, 1-13, 1-14);
 - viii. The Brewer Trust Guarantees (Docs. 1-15, 1-16, 1-17);
 - ix. Pledge Agreement (Doc. 1-21); and
 - x. Forbearance Agreement (Doc. 1-20);
- d. The Court **finds** that Transportation Alliance Bank, Inc. is entitled to its reasonable attorney fees, costs, and expenses incurred in bringing this

case. Transportation Alliance Bank, Inc. is **directed** to file a motion quantifying those fees, costs, and expenses within 14 days of the date of this Order.

4. The Motion (Doc. 55) is **DENIED without prejudice** in all other respects.

DONE AND ORDERED in Orlando, Florida on June 15, 2018.



PAUL G. BYRON
UNITED STATES DISTRICT JUDGE

Copies furnished to:

Counsel of Record
Unrepresented Parties