

No. 2022-54765

EDDIE C. LINDSEY,	§	IN THE DISTRICT COURT OF
	§	
Plaintiff,	§	
	§	
VS.	§	HARRIS COUNTY, T E X A S
	§	
WBL SPO I, LLC and	§	
WORLD BUSINESS LENDERS, LLC,	§	
	§	
Defendants.	§	152ND JUDICIAL DISTRICT

**INTERLOCUTORY DEFAULT JUDGMENT**

On this date, came on to be heard the above-styled and numbered cause wherein WBL SPO I, LLC (“WBL”) is Third-Party Plaintiff and LEGACY AIRWAYS, LLC (“Legacy”) is Third-Party Defendant. Legacy, although having been duly and legally cited to appear and answer herein pursuant to the Texas Rules of Civil Procedure, wholly failed to appear and answer, and wholly made default.

A Citation was served in compliance with the Texas Rules of Civil Procedure and returned to the Clerk of the Court, where it remained on file for at least ten (10) days, exclusive of the day of filing and the day of judgment. Having examined WBL’s Original Third-Party Petition and the Exhibits attached thereto, the Citation and Return of Citation, the Affidavit in Support of Interlocutory Default Judgment, and the Certificate of Last Known Address, this Court finds that the allegations of WBL’s Original Third-Party Petition have been admitted by Third-Party Defendant LEGACY AIRWAYS, LLC; that WBL’s causes of action for breach of contract as set forth in WBL’s Original Third-Party Petition is liquidated and proved by instruments in writing; that WBL is entitled to prejudgment and post-judgment interest at the maximum rates allowable by law, and

that WBL is entitled to recover from Third-Party Defendant LEGACY AIRWAYS, LLC reasonable attorneys' fees. It is, therefore, hereby

ORDERED, ADJUDGED, AND DECREED that Third-Party Plaintiff WBL SPO I, LLC, have and recover interlocutory default judgment of, from, and against Third-Party Defendant LEGACY AIRWAYS, LLC, for the sum of TWO HUNDRED FOUR THOUSAND TWO HUNDRED TWO AND 36/100 DOLLARS (\$204,202.36) in principal; pre-judgment interest in the amount of \$179,698.62 as of October 1, 2023; pre-judgment interest in the amount of \$268.54 per diem from and after October 1, 2023 until the date of final judgment; the additional principal amount of \$38,903.06 representing the unpaid contractual prepayment premium; all costs of Court; reasonable attorneys' fees for efforts to date in the amount of ~~TWENTY FIVE THOUSAND~~ two thousand six hundred fifty-five and 50/100 dollars (\$2,655.50) ~~SEVEN HUNDRED SEVENTEEN AND 09/100 DOLLARS (\$25,717.09)~~; reasonable appellate attorneys' fees in the additional amount of FIVE THOUSAND AND NO/100 DOLLARS (\$5,000.00) in the event an appeal is perfected to the Court of Appeals in this matter, which appeal does not result in a final reversal of the entire principal award above; reasonable appellate attorneys' fees in the additional amount of FIVE THOUSAND AND NO/100 DOLLARS (\$5,000.00) in the event a Petition for Review is filed in the Supreme Court of the State of Texas, which does not result in a final reversal of the entire principal award above; and reasonable appellate attorneys' fees in the additional amount of FIVE THOUSAND AND NO/100 DOLLARS (\$5,000.00) in the event such Petition is granted and does not result in a final reversal of the entire principal award above; post-judgment interest on the unpaid principal balance at the contract rate of 0.131506849315% per day from and after the date of final judgment until paid in full; and post-judgment interest on court costs and attorneys' fees at the prevailing statutory judgment rate of 8.50% per annum. Such post-judgment interest will begin to run on the aforementioned awards of appellate attorneys' fees

when an appeal is perfected or Petition is filed, whichever the case may be. Such post-judgment interest will begin to run on all other awards above from the date of final judgment until finally paid.

It is further

This is an Interlocutory Default Judgment which shall be brought forward and incorporated into the terms of a final judgment when ultimately rendered in this case.

SIGNED this \_\_\_\_\_ day of \_\_\_\_\_, 2023.

Signed:  
11/1/2023



\_\_\_\_\_  
JUDGE PRESIDING

APPROVED:

WELLS & CUELLAR, P.C.

/s/ James E. Cuellar

James E. Cuellar

State Bar No. 05202345

D. Brent Wells

State Bar No. 21140900

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