

SEMINOLE TRIAL COURT

Seminole Tribe of Florida

FILED

SEMINOLE TRIBE OF FLORIDA, INC. d/b/a)
 Askar Energy,)
 a Federal Corporation)

Case No. 16-0013

2019 MAY -2 P 3:00

Petitioner)

v.)

STOF TRIAL COURT

EVANS ENERGY PARTNERS, LLC, a Delaware)
 Limited Liability Company)

Respondent)

Final Judgment

This matter came before the Court on May 2, 2019 upon the Rule 55 motion of the Seminole Tribe of Florida Inc. d/b/a Askar Energy (hereinafter "STOFI") for a final default judgment. Upon review of the motion, the Clerk's entry of default, the record in this cause, and the Court being otherwise fully advised in the premises, the motion is **GRANTED** and Final Judgment is entered as described below.

Following Evans Energy Partners, LLC's default, all the allegations in the Complaint are deemed admitted. *See Eagle Hosp. Physicians, LLC v. SRG Consulting, Inc.*, 561 F. 3d 1298, 1307 (11th Cir. 2009). STOFI is thus entitled to a judgment in the amount of the principal and pre-judgment interest due under the Business Loan Agreement, plus the amount of reimbursements improperly paid on American Express accounts under the Management Agreement, plus the amount of disbursement of monies improperly made without the express approval of STOFI. The Court finds that such amounts can and have been calculated as a sum certain. Upon review of the affidavit submitted by STOFI with its Rule 55 motion, and the sworn testimony of Tena Granit, the Court finds STOFI's calculations are true and correct.

STOFI is therefore entitled to judgment in the amount of \$1,856,321.95 under the Business Loan Agreement; judgment in the amount of \$507,200.51 as damages for the improper reimbursements under the Management Agreement; and judgment in the amount of \$170,000.00 for improper disbursement of monies without the express approval of STOFI to a law firm for work that had nothing to do with STOFI. STOFI is further entitled to declaratory relief under the Management Agreement following STOFI's termination of the Agreement.

Accordingly, Final Judgment is entered as follows:

- 1) Final Judgment is entered in favor of Seminole Tribe of Florida, Inc., 6300 Stirling Road, Hollywood, FL 33024, and against Evans Energy Partners, LLC, 848 1st Avenue North, Suite 300, Naples, FL 34102, FEI/EN Number 46-0900752, in the total amount of \$2,533,522.46, for which let execution issue.
- 2) Seminole Tribe of Florida, Inc. shall be entitled to post-judgment interest on the amount of the judgment, to be calculated in accordance with applicable law, commencing on the date of this Final Judgment.
- 3) The Court declares that Seminole Tribe of Florida, Inc. had ample cause to properly terminate the Management Agreement; that Seminole Tribe of Florida, Inc. did properly terminate the Management Agreement for cause; and, as a consequence of the termination for cause, Evans Energy Partners, LLC is not entitled to any payment of a Termination Fee under the Management Agreement.
- 4) The parties are barred from taking action inconsistent with this Final Judgment.

Done and ordered on May 2, 2019.



Moses Osceola
Seminole Trial Court Judge