

**IN THE UNITED STATES DISTRICT COURT FOR THE
WESTERN DISTRICT OF MISSOURI
WESTERN DIVISION**

FIRST BUSINESS BANK,)	
SUCCESSOR BY MERGER TO)	
ALTERRA BANK;)	
)	
Plaintiff,)	No. 4:17-00852-CV-RK
v.)	
)	
ALBERT JACK CHALMERS JR.,)	
)	
Defendant.)	

ORDER

Before the Court is Plaintiff’s Motion for Default Judgment (doc. 10). Upon review of the record, the Complaint, and motion for default, the Court **GRANTS** Plaintiff’s Motion as follows:

1. Plaintiff filed this action on October 11, 2017.
2. Plaintiff is a resident of Wisconsin with its principal place of business in Overland Park, Kansas.
3. Defendant is a natural person and resides in Kansas City, Missouri.
4. In the Complaint, Plaintiff alleges Chalmers Automotive, LLC, (the “Borrower”) executed a Promissory Note in favor of the Plaintiff evidencing a loan made by the Plaintiff to the Borrower in the aggregate principal amount of \$830,000.00 (the “Note”).
5. Defendant personally guaranteed the loan Plaintiff made to the Borrower. (Doc. 1, Exhibit B.)
6. On July 19, 2017, the Borrower filed a petition for bankruptcy relief in the Western District of Missouri Bankruptcy Court, case no. 17-41924. This action constitutes a default under the terms of the Note and Loan Agreement.

7. Under the terms of the Note and Loan Agreement, upon the occurrence of a default, all outstanding principal, accrued interest, and other sums due under the Note and Loan Agreement shall become immediately due and payable to Plaintiff.
8. Plaintiff is seeking a judgment for monetary damages against Defendant for a default under his personal guarantee.
9. After an extension of the original service deadline, on January 30, 2018, Plaintiff filed a return of service with the Court. The return of service stated Defendant was properly served with the Summons and Complaint pursuant to Rule 4(h) of the Federal Rules of Civil Procedure on January 4, 2018. Defendant was served at the following address: 1420 Gentry Street, Kansas City, Missouri, 64116.
10. The Court finds service was proper because the Defendant was served with a copy of the summons and complaint within the time allowed by Rule 4(m) of the Federal Rules of Civil Procedure. The service was provided by an individual who was greater than eighteen years of age and who is not a party to this action.
11. On February 5, 2018, the Court issued an Order to Show Cause as to why the case should not be dismissed for failure to prosecute. (Doc. 7.)
12. On February 5, 2018, Plaintiff filed a motion for entry of default for Defendant's failure to timely answer or otherwise respond to the Complaint. (Doc. 8.)
13. On February 5, 2018, pursuant to Rule 55(a), the Clerk of the Court entered default against Defendant.
14. On February 15, 2018, Plaintiff filed a Motion for Default Judgment. (Doc. 10.)
15. To date, Defendant has not filed an answer or otherwise responded to the Complaint, nor has Defendant appeared personally or by a representative in this matter.

16. Plaintiff alleges the Defendant is indebted to Plaintiff as follows: principal: \$681,534.03; accrued interest: \$21,223.16; late fees: \$2,722.48; appraisal fees: \$1,181.80, plus interest calculated at the per diem rate of \$135.37 per day beginning the date this Motion was filed (February 15, 2018) and until the entry of this Order by the Court; \$21,745.75 in billed and unbilled attorney's fees; and post-judgment interest at the highest rate permitted by law.

Based on the foregoing, and considering the affidavits and evidence presented by Plaintiff, the Court finds Defendant is liable to Plaintiff for the following amounts: principal: \$681,534.03; accrued interest: \$21,223.16; late fees: \$2,722.48; appraisal fees: \$1,181.80, plus \$2,572.03 in interest, calculated at the per diem rate of \$135.37 per day beginning the date this Motion was filed (February 15, 2018) and until the entry of this Order by the Court (March 6, 2018); \$21,745.75 in billed and unbilled attorney's fees; and post-judgment interest at the highest rate permitted by law.

WHEREFORE, the Court awards a judgment in favor of the Plaintiff First Business Bank, successor by merger to Alterra Bank and against Defendant Albert Jack Chalmers, Jr. as follows:

a. Principal	\$ 681,534.03
b. Accrued Interest	\$ 21,223.16
c. Late Fees	\$ 2,722.48
d. Appraisal Fees	\$ 1,181.80
e. Interest at per diem rate beginning February 15, 2018, and until entry of this Order (March 6, 2018)	\$ 2,572.03
f. Attorney's Fees	\$ 21,745.75
TOTAL	\$ 730,979.25, plus post-judgment interest at highest rate permitted by law

It is **ORDERED, ADJUDGED, AND DECREED** that Plaintiff's Motion for Default Judgment (doc. 10) is **GRANTED**. Judgment is entered in favor of Plaintiff First Business Bank, successor of merger to Alterra Bank, and against Defendant Albert Jack Chalmers, Jr. in a total amount of \$730,979.25, plus post-judgment interest at the highest rate permitted by law.

s/ Roseann A. Ketchmark _____
ROSEANN A. KETCHMARK, JUDGE
UNITED STATES DISTRICT COURT

DATED: March 6, 2018