

IN THE UNITED STATES DISTRICT COURT
FOR THE WESTERN DISTRICT OF WISCONSIN

U.S. BANK NATIONAL ASSOCIATION,

Plaintiff,

v.

SPORTS ADVISORS, INC. and
MICHAEL R. BAUER,

Defendants.

ORDER

15-cv-461-bbc

Plaintiff U.S. Bank National Association has moved for reopening of this closed case for the purpose of opening the stipulated judgment against both defendants, Sports Advisors, Inc. and Michael R. Bauer. Neither defendant has opposed the motion, thereby conceding that, as alleged by plaintiff, defendants have not made the first installment payment due under their stipulated judgment of replevin.

Under the terms of the stipulation, defendants agreed that if they failed to deliver each of the two installment payments due under the agreement within five days of the due dates, plaintiff could reopen this action without notice and take judgment against defendants for the sum of \$521,592.33, together with interest, late charges, attorney fees, costs, expenses and disbursement not included in the \$521,592.33 sum whether accrued before the entry of judgment or incurred afterwards. The parties also agreed that in the event of default, plaintiff could obtain judgment of replevin against defendant Sports Advisors, Inc.,

in the form demanded in the complaint and that plaintiff would be entitled to possession of all collateral of defendant Sports Advisors, Inc., as described in the Business Security Agreement attached to the complaint as Exhibit 3. In the absence of any response by defendants, the motion will be granted.

ORDER

IT IS ORDERED that

1. Plaintiff U.S. Bank National Association's motion to reopen this action without notice is GRANTED;

2. Plaintiff may take judgment against defendants Sports Advisors, Inc. and Michael W. Bauer for the sum of \$521,592.33, together with per diem interest at the variable interest rate set forth in the January 31, 2014 Revolving Credit Note and the Revolving Credit Agreement also dated January 31, 2014, late charges, attorney fees, costs, expenses and disbursements not included in the \$521,592.33 sum whether plaintiff's costs accrued before the entry of judgment or were incurred afterwards; and

3. Judgment of replevin is entered against defendant Sports Advisors, Inc., in the form demanded in plaintiff's complaint and plaintiff is entitled to possession of all collateral of defendant Sports Advisors, Inc., as described in the Business Security Agreement attached to

the complaint as Exhibit 3.

Entered this 23d day of November, 2015.

BY THE COURT:

/s/

BARBARA B. CRABB

District Judge