**IN THE COMMON PLEAS COURT**

**OF FRANKLIN COUNTY, OHIO**

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| KEYBANK NATIONAL ASSOCIATION,  Plaintiff,  v.  TEI, LLC, ET AL.,  Defendants. | :  :  :  :  :  :  :  :  :  : | CASE NO.: \_\_\_\_\_\_\_\_\_\_\_\_\_\_  JUDGE \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  **JUDGMENT ENTRY** |

This matter came on for consideration before the Court upon the *Complaint on Cognovit Promissory Notes and Guaranties* (“**Complaint**”) by Plaintiff KeyBank National Association (“**Plaintiff**” or “**Lender**”) and upon the Answer of Defendants TEI, LLC and Kenneth W. Travis (collectively, “**Obligors**” or “**Defendants**”) to the Plaintiff’s Complaint. The Court finds that Obligors, being represented by an attorney at law before the Courts of the State of Ohio, have by virtue of the warrant of attorney provisions contained in the Notes and Guaranties executed by Guarantor waived the issuance and service of process in this action, admitted the non-payment and the amount of the indebtedness evidenced by the Notes and Guaranties, and authorized the confession of judgment in favor of Plaintiff against Obligors as set forth below.[[1]](#footnote-1) The Court finds that the territorial jurisdiction of this Court is satisfied because Obligors executed the Notes and Guaranties in Franklin County, Ohio. The original Notes and Guaranties have been provided to the Court.

The Court further finds that the Notes and Guaranties were not executed in connection with a consumer loan or a consumer transaction and that they provided all of the warnings required by R.C. 2323.13(D).

**It is accordingly ORDERED** that judgment is hereby granted and entered in favor of Plaintiff KeyBank National Association as against TEI, LLC and Kenneth W. Travis, jointly and severally, as follows:

1. On Count One, judgment against Defendant TEI, LLC on the 1001 Note for the principal sum of $49,119.74, plus interest due and owing as of March 25, 2025 in the amount of $2,987.15, late charges in the amount of $310.14, for a total amount due as of March 25, 2025 of $52,417.03, together with interest accruing thereafter on the then outstanding principal balance of the 1001 Note at $21.06691 per diem, plus expenses, attorneys’ fees and costs;
2. On Count Two, judgment against Defendant TEI, LLC on the 9007 Note for the principal sum of $448,408.52, plus interest due and owing as of March 25, 2025 in the amount of $25,866.41, late charges in the amount of $2,805.62, for a total amount due as of March 25, 2025 of $477,080.55, together with interest accruing thereafter on the then outstanding principal balance of the 9007 Note at $113.63778 per diem, plus expenses, attorneys’ fees and costs;
3. On Count Three, judgment against Defendant TEI, LLC on the 9000 Note for the principal sum of $49,784.25, plus interest due and owing as of March 25, 2025 in the amount of $75.69, for a total amount due as of March 25, 2025 of $49,859.94, together with interest accruing thereafter on the then outstanding principal balance of the 9000 Note at $12.61656 per diem, plus expenses, attorneys’ fees and costs; and,
4. On Count Four, judgment against Defendant Kenneth W. Travis on the Guaranties as follows: (i) on the 1001 Note for the principal sum of $49,119.74, plus interest due and owing as of March 25, 2025 in the amount of $2,987.15, late charges in the amount of $310.14, for a total amount due as of March 25, 2025 of $52,417.03, together with interest accruing thereafter on the then outstanding principal balance of the 1001 Note at $21.06691 per diem, plus expenses, attorneys’ fees and costs; (ii) on the 9007 Note for the principal sum of $448,408.52, plus interest due and owing as of March 25, 2025 in the amount of $25,866.41, late charges in the amount of $2,805.62, for a total amount due as of March 25, 2025 of $477,080.55, together with interest accruing thereafter on the then outstanding principal balance of the 9007 Note at $113.63778 per diem, plus expenses, attorneys’ fees and costs; and (iii) on the 9000 Note for the principal sum of $49,784.25, plus interest due and owing as of March 25, 2025 in the amount of $75.69, for a total amount due as of March 25, 2025 of $49,859.94, together with interest accruing thereafter on the then outstanding principal balance of the 9000 Note at $12.61656 per diem, plus expenses, attorneys’ fees and costs.

Court costs taxed to the Defendants. This Judgment is a final, appealable order, effective immediately upon entry, and there is no just reason for delay.

Dated:\_\_\_\_\_\_\_\_\_\_

Judge

Approved by:

/s/ Tami Hart Kirby

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*Attorney Confessing Judgment for Defendants TEI, LLC*

*and Kenneth W. Travis*

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1. Capitalized terms not defined herein shall have the meanings ascribed to such terms in Plaintiff’s Complaint. [↑](#footnote-ref-1)