

“Post-judgment interest is awarded as a matter of course” under 28 U.S.C. § 1961(a). *Meaux Surface Prot., Inc. v. Fogleman*, 607 F.3d 161, 173 (5th Cir. 2010) (citing 28 U.S.C. § 1961(a)). “District courts do not have the discretion to deny post-judgment interest on monetary judgments.” *Paisano Capital SA de CV v. 23 Tex. Produce, Inc.*, No. 3:19-CV-0852-B, 2019 U.S. Dist. LEXIS 120271, at *5 (N.D. Tex. July 18, 2019) (Boyle, J.). Federal courts apply post-judgment interest “at a rate equal to the weekly average 1-year constant maturity Treasury yield, as published by the Board of Governors of the Federal Reserve System, for the calendar week preceding the date of the judgment.” 28 U.S.C. § 1961(a).

II. Argument

Receiver requests the Clerk enter a default judgment against Madu for the sum certain of \$219,921.00 (“Judgment Amount”), plus post-judgment interest from the date of judgment.

The Receiver alleged in his Original Complaint (ECF No. 1) that Madu received transfers totaling at least \$219,921.00 which are voidable under TUFTA and subject to disgorgement as a result of unjust enrichment under applicable law. ECF No. 1, ¶¶40, 50, 52. The Receiver served Madu with process on August 26, 2020. ECF No. 28. The Clerk entered a default as to Madu on December 16, 2020. ECF No. 46.

The Judgment Amount is “a sum certain” comprised of the summed amounts of 154 transfers made to Madu from February 24, 2011 to February 2, 2015 of Receivership Assets, as defined in this Court’s receivership order (the most recent of which is entered at Cause No. 3:16-cv-01735-D, ECF No. 496). Declaration of Andrew M. Goforth, ¶3 – 4. Therefore, the Receiver is entitled to the entry of a default judgment by the Clerk for the Judgment Amount. The Receiver

also is entitled to post-judgment interest on the Judgment Amount as a matter of course. *Fogleman*, 607 F.3d at 173.

Dated: December 18, 2020

Respectfully submitted,

THE TAYLOR LAW OFFICES, PC

Thomas L. Taylor III, Receiver
Texas Bar: 19733700
taylor@tltaylorlaw.com

245 West 18th Street
Houston, Texas 77008
Tel: 713.626.5300
Fax: 713.402.6154

GOFORTH LAW, PLLC

By: /s/ Andrew M. Goforth

Andrew M. Goforth
Texas State Bar: 24076405
andrew@goforth.law

7614 Fairdale Lane
Houston, Texas 77063
Tel: (713) 464-2263
Fax: (713) 583-1762

COUNSEL FOR RECEIVER

CERTIFICATE OF SERVICE

I certify that on December 18, 2020 I filed the foregoing document and all attachments through the Court's CM/ECF filing system, and emailed those documents to *lilmadu@hotmail.com*, which satisfies service requirements under FED. R. CIV. P. 5(b).

/s/ Andrew M. Goforth
Andrew M. Goforth

previously submitted (Cause No. 3:16-cv-01735-D, ECF No. 105-11) in support of the Securities and Exchange Commission's *ex parte* Motion for various forms of injunctive relief in *SEC v. Faulkner, et al.*, Cause No. 3:16-cv-01735-D (N.D. Tex. 2016), including the appointment of the Receiver in that case. Cause No. 3:16-cv-01735-D, ECF No. 102.

4. The Receiver requests a default judgment against Madu "for a sum certain or a sum that can be made certain by computation." FED. R. CIV. P. 55(b)(1). The transfers in **Exhibit A** hereto total \$219,921.00. These transfers were of Receivership Assets subject to this Court's receivership order (the most recent of which is entered at Cause No. 3:16-cv-01735-D, ECF No. 496) and were made to Madu from February 24, 2011 to February 2, 2015.

I declare under penalty of perjury under the laws of the United States of America that the foregoing is true and correct.

Executed on December 18, 2020 in Houston, Texas.

/s/ Andrew M. Goforth

Securities and Exchange Commission v. Christopher A. Faulkner, et al.					
<i>Bank Statement Database</i>					
FINANCIAL INSTITUTION	ACCOUNT #	ACCOUNT NAME	POST DATE	AMOUNT	PAYOR / PAYEE
				(219,921.00)	