

IN THE UNITED STATES DISTRICT COURT  
FOR THE DISTRICT OF KANSAS

TEAM LOGISTICS, INC., et al.,	)	
	)	
Plaintiffs,	)	
	)	
v.	)	Case No. 04-2061-JPO
	)	
ORDERPRO LOGISTICS, INC., et al.,	)	
	)	
Defendants.	)	

**CONSENT JUDGMENT AGAINST DEFENDANT RICHARD WINDORSKI**

On January 24, 2006, the court conducted a telephone status conference in this case with regard to the parties' stipulation for a certain consent judgment. The plaintiffs, Team Logistics, Inc. and Paul Titus, appeared through counsel, Nathan C. Harbur. Defendant OrderPro Logistics, Inc. ("OrderPro") appeared through counsel, Stephen S. Brown. Defendant Richard Windorski appeared through counsel, Ryan J. Lorenz and David G. Seely.

Messrs. Lorenz and Seely acknowledged that defendant Windorski has failed to perform his financial obligations to plaintiff Titus under the terms of a settlement reached by the parties in connection with a settlement conference conducted on November 10, 2005 before the Hon. Gerald L. Rushfelt, U.S. Magistrate Judge (*see* doc. 203). Messrs. Lorenz and Seely further acknowledged there was no reason that the court should not proceed to file a consent judgment in the form previously agreed to by the parties and as submitted by Mr. Harbur. Mr. Brown voiced no objection on behalf of defendant OrderPro to the filing of said consent judgment against defendant Windorski.

The court notes that, on January 23, 2006, plaintiffs filed a motion for enforcement of their settlement agreement as it relates to defendant OrderPro (doc. 206). Mr. Brown has not yet had an opportunity to confer with OrderPro about this motion. In any event, during the status conference, the court ordered that OrderPro's response to this motion be filed by **January 30, 2006**, and that any reply brief be filed by plaintiffs by **February 3, 2006**.

After hearing the statements of counsel concerning the settlement between plaintiff Titus and defendant Windorski, and the settlement agreement that was placed on the record in this case on November 10, 2005, and being well and fully advised in the premises, the court finds and orders as follows:

1. This court has jurisdiction over defendant Windorski and over the subject matter of this action.

2. Based upon the settlement agreement reached between the parties, plaintiff Paul Titus is hereby granted judgment against defendant Richard Windorski for breach of the parties' settlement agreement in the total sum of \$135,000.00, plus interest from the date this judgment is filed at the rate of 10% until paid in full, and the costs of this action.

3. This is a final and non-appealable judgement against separate defendant Richard Windorski.

IT IS SO ORDERED.

Dated this 24th day of January, 2006, at Kansas City, Kansas.

s/ James P. O'Hara

James P. O'Hara

U.S. Magistrate Judge

Approved By:

NATHAN C. HARBUR, CHARTERED

By: s/Nathan C. Harbur

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