

Dated: April 16, 2020



*Daniel P. Collins*

Daniel P. Collins, Bankruptcy Judge

**IN THE UNITED STATES BANKRUPTCY COURT  
FOR THE DISTRICT OF ARIZONA**

In re:

SWIFT AIR, L.L.C.,

Debtor.

Chapter 11

Case No. 2:12-bk-14362-DPC

MORRISANDERSON & ASSOCIATES,  
LTD., litigation trustee for the Reorganized  
Debtor,

Plaintiff,

Adversary No. 2:14-ap-00534-DPC

**JUDGMENT**

vs.

REDEYE II, LLC, a Connecticut limited liability company, Jane Doe Burdette, J. Kevin Burdette, Luxury Enterprises, Inc., Luxury Air, LLC, Sports Jet, LLC, Teamjet Enterprises, Inc., Teamjet Holdings, LLC, Teamjet, LLC, Transjet 3, LLC, Transjet 2, LLC, Transjet 1, LLC, Transjet, Inc., Opulent Air, LLC, Opulent Enterprises, Inc., Transpay, Inc., Transport Risk Management, Inc., Swift Aviation Sales, Inc., Swift Aviation Management, Inc., Swift Aviation Group, Inc., SME Steel Contractors, Inc., Interstate Equipment Leasing, LLC, Swift Aircraft Management, LLC, Jerry and Vickie Moyes Family Trust, Vickie Moyes, Jerry Moyes, Briad Development West, LLC,

Defendants.

7836003/29604-0001

1 After a trial on the merits on Plaintiff's Third Amended Complaint filed November 2,  
2 2015 at adversary docket 94 (the "**Complaint**"),

3 IT IS HEREBY ORDERED, ADJUDGED AND DECREED:

4 Granting final judgment in favor of defendants Swift Aircraft Management, LLC and Transjet,  
5 Inc. on Count One and Count Two of the Complaint.

6 Granting final judgment in favor of defendant Briad Development West, LLC on Count Three  
7 of the Complaint.

8 Granting final judgment in favor of Plaintiff on Count Three of the Complaint avoiding the  
9 initial and subsequent transfers to or for the benefit of the defendants of the receivables owed to the  
10 debtor as follows:

- 11 1. The receivable owed by Redeye II, LLC in the amount of \$4,174,301 ("**Redeye**  
12 **Receivable**");
- 13 2. The receivable owed by Swift Aviation Management, Inc. in the amount of  
14 \$4,516,144 ("**SAVM Receivable**");
- 15 3. The receivable owed by Briad Development West, LLC in the amount of \$1,053,936  
16 ("**Briad Receivable**");
- 17 4. The receivable owed by Transjet 1, LLC, Transjet 2, LLC and Transjet 3, LLC in the  
18 combined amount of \$1,802,668 ("**Transjet Receivables**"); and
- 19 5. The receivable owed by SME Steel Contractors, Inc. in the amount of \$589,620  
20 ("**SME Receivable**").

21 Granting final judgment in favor of the Plaintiff jointly and severally against the Jerry  
22 and Vickie Moyes Family Trust and Swift Aircraft Management, LLC, an Arizona limited  
23 liability company, as damages for the avoided Redeye Receivable, Briad Receivable and SME  
24 Receivable in the amount of \$5,817,857.00, plus interest at the rate of 0.17% per annum from  
25 June 27, 2014 to the date of the judgment;

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1 Granting final judgment in favor of the Plaintiff against Transjet Inc., a North Carolina  
2 corporation as damages for the avoided Transjet Receivables in the amount of \$1,802,668, plus  
3 interest at the rate of 0.17% per annum from June 27, 2014 to the date of the judgment;

4 Granting final judgment in favor of the Plaintiff against Jerry Moyes and the marital  
5 community of Jerry Moyes and Vickie Moyes as damages for the avoided SAVM Receivable,  
6 Redeye Receivable and Briad Receivable in the amount of \$9,744,381, plus interest at the rate  
7 of 0.17% per annum from June 27, 2014 to the date of the judgment; and

8 Granting final judgment in favor of the Plaintiff against Redeye II, LLC, a New Jersey  
9 limited liability company, as damages for the avoided Redeye Receivable and Briad Receivable  
10 in the amount of \$5,228,237, plus interest at the rate of 0.17% per annum from June 27, 2014  
11 to the date of the judgment.

12 Granting the Plaintiff post-judgment interest on the foregoing amounts at the rate of  
13 0.17% per annum from the date of the judgment until paid.

14 Pursuant to Bankruptcy Code, 11 U.S.C. § 550(d), Plaintiff is only entitled to a single  
15 satisfaction of the Redeye Receivable, SAVM Receivable, Briad Receivable, Transjet  
16 Receivables and SME Receivable.

17 There is no just reason for delay in entry of a final judgment, and the judgments entered  
18 above shall be final for all purposes under Rule 7054(b).

19 Swift Aviation Group, Inc. is hereby finally and fully dismissed with prejudice.

20 Consistent with this Court's *Order Approving Stipulation to Dismiss Counts 7 Through*  
21 *11 and Specified Defendants*, the Court's dismissal of Counts 7 through 11 of the Complaint  
22 and of Defendants Transport Risk Management, Inc., Transpay, Inc., Opulent Enterprises, Inc.,  
23 Opulent Air, LLC, Transjet 1, L.L.C., Transjet 2, L.L.C., Transjet 3, L.L.C, Teamjet, L.L.C.,  
24 Teamjet Holdings, L.L.C., Teamjet Enterprises, Inc., Sports Jet, LLC, Luxury Air, LLC;  
25 Luxury Enterprises, Inc., Jane Doe Burdette, and John Doe and Jane Doe 1-10 and hereby  
26 finally and fully dismissed with prejudice.

27 Pursuant to pursuant Bankruptcy Rule 9033, Count Six of the Complaint against Jerry

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1 Moyes and Kevin Burdette, and Counts One and Two of the Complaint against all defendants  
2 except Transjet, Inc. and Swift Aircraft Management, LLC shall be adjudicated by the United  
3 States District Court for the District of Arizona upon review of this Court's report and  
4 recommendation.

5 **DATED AND SIGNED ABOVE.**

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