

**IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF ALABAMA
EASTERN DIVISION**

**FIRST AMERICAN TITLE
INSURANCE COMPANY,**)
)
)
Plaintiff,)
)
v.)
)
CHARLES WINFREY and)
EVA WINFREY,)
)
Defendants.)

Case No. 1:18-CV-1556-KOB

MEMORANDUM OPINION

This matter comes before the court on Plaintiff First American Title Insurance Company’s “Motion for Default Judgment.” (Doc. 9). For the reasons stated below, the court will GRANT the motion and will ENTER a default judgment against Defendants Charles and Eva Winfrey.

First American filed the complaint in this case on September 21, 2018. (Doc. 1). On September 24, 2018, the clerk issued a summons to Defendants the Winfreys, advising them that they must file a response to the complaint within 21 days of service. (Doc. 2). On September 28, 2018, First American filed with the court the return receipts that Charles Winfrey duly executed on both his and his wife Eva Winfrey’s behalf.

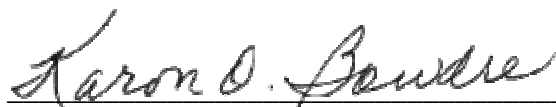
But as the docket sheet reflects, the Winfreys failed to file an answer or any other response to the complaint within 21 days of acceptance as Federal Rule of Civil Procedure 12 requires. Indeed, more than two months has elapsed since the date of acceptance, and the Winfreys have not yet filed any response. On November 2, 2018, the Clerk of the Court entered the default of the Winfreys. (Doc. 8).

Based on the properly entered default, the averments in First American's complaint, and after careful consideration of the pleadings and documents in this case, the court enters a default judgment against the Winfreys pursuant to Federal Rule of Civil Procedure 55(b)(2).

This default judgment entitles First American to recover damages under the Credit Agreement between it and the Winfreys, as well as attorney's fees related to this matter. The Winfreys entered into the Credit Agreement with AmSouth Bank in February 2003, receiving a revolving line of credit in the principal amount of \$250,000. (Doc. 1 at ¶ 6). The Winfreys secured the line of credit with a mortgage. Regions Bank succeeded AmSouth Bank's interest by merger, and in December 2016 First American paid Regions \$128,022.52 for the Credit Agreement and Mortgage and halted foreclosure procedures against the Winfreys. At that time, the Winfreys owed \$123,929.19 in principal, \$1,341.70 in accrued interest, \$247.56 in accrued late charges, and \$2,504.10 in costs and fees related to the foreclosure process. Interest has continued to accrue under the Credit Agreement, and as of November 21, 2018, the Winfreys owed \$139,928.93 under the Credit Agreement. (Doc. 9-1 at ¶ 7). First American has also incurred \$2,593.25 of attorney's fees and legal expenses in connection with the enforcement of its rights under the Credit Agreement. (Doc. 9-1 at ¶ 4).

Thus, the court will GRANT the motion for default judgment and will ENTER a judgment for the Plaintiff and against Defendants Charles and Eva Winfrey in the amount of \$142,532.18.

DONE and ORDERED this 19th day of December, 2018.



KARON OWEN BOWDRE
CHIEF UNITED STATES DISTRICT JUDGE