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

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Premier Financial Services, LLC,

No. CV-09-658-PHX-DGC

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Plaintiff,

ORDER AND DEFAULT JUDGMENT

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vs.

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Abraham Sayegh,

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Defendant.

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Premier Financial Services, LLC (“Premier”) leases vintage and exotic automobiles.

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On May 21, 2007, Premier and Abraham Sayegh entered into a lease agreement pursuant

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to which Sayegh agreed to lease a 2006 Ferrari for a term of five years with monthly

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payments of roughly \$4,000. Sayegh stopped making payments in May 2008, and Premier

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subsequently repossessed and sold the vehicle.

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Premier filed a complaint for breach of contract against Sayegh on March 30, 2009.

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Dkt. #1. Sayegh was served with process on May 20, 2009. Dkt. #10. He failed to answer

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or otherwise respond to the complaint. The Clerk entered his default on July 9, 2009.

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Dkt. #12.

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Premier has filed a motion for default judgment. Dkt. #16. No response has been

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filed. For reasons that follow, the Court will grant the motion.

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Because Sayegh’s default has been properly entered under Rule 55(a) of the Federal

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Rules of Civil Procedure (Dkt. ##10-12), the Court has discretion to grant default judgment

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pursuant to Rule 55(b). *See Aldabe v. Aldabe*, 616 F.2d 1089, 1092 (9th Cir. 1980); *Draper*

1 v. *Coombs*, 792 F.2d 915, 924 (9th Cir. 1986). Factors the Court should consider in deciding
2 whether to grant default judgment include the possibility of prejudice to Premier, the
3 sufficiency of the complaint and the merits of the breach of contract claim, the amount of
4 money at stake, the possibility of a dispute concerning material facts, whether default was
5 due to excusable neglect, and the policy favoring a decision on the merits. *See Eitel v.*
6 *McCool*, 782 F.2d 1470, 1471-72 (9th Cir. 1986).

7 Having considered Premier's motion and the relevant *Eitel* factors, and having
8 reviewed the well-pled factual allegations of the complaint and the attached lease agreement,
9 bill of sale, and collection debt worksheet (*see* Dkt. #1-1), the Court concludes that default
10 judgment is appropriate in the amount of \$108,084.56. *See Crosby v. Opperman*, No. CV
11 06-2012-PHX-MHM, 2008 WL 1776505 (D. Ariz. Apr. 15, 2008) (granting default judgment
12 on breach of contract claim); *Webb v. Indigenous Global Dev. Corp.*, No. C-04-3174 MJJ,
13 2005 WL 1200203 (N.D. Cal. May 16, 2005) (granting default judgment against the
14 defendant for failure to pay pursuant to a promissory note).

15 **IT IS ORDERED:**

- 16 1. Plaintiff Premier Financial Services, LLC's motion for default judgment
17 (Dkt. #16) is **granted**.
- 18 2. Default judgment is entered in favor of Plaintiff and against Defendant
19 Abraham Sayegh on the breach of contract claim in the amount of
20 **\$108,084.56**.
- 21 3. The Clerk is directed to **terminate** this action.

22 DATED this 1st day of September, 2009.

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David G. Campbell
United States District Judge