

1 **COUNTRYMAN & McDANIEL**  
 2 MICHAEL S. McDANIEL [State Bar No. 66774]  
 3 McD@CargoLaw.com  
 4 CHRISTOPH M. WAHNER [State Bar No. 240349]  
 5 cmw@CargoLaw.com  
 6 LAX Airport Center, Eleventh Floor  
 7 5933 West Century Boulevard  
 8 Los Angeles, California 90045  
 9 Telephone: (310) 342-6500  
 10 Facsimile: (310) 342-6505

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11 Attorneys for Plaintiff UPS Ground Freight, Inc.

12 **UNITED STATES DISTRICT COURT**  
 13 **CENTRAL DISTRICT OF CALIFORNIA**

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11 UPS GROUND FREIGHT, INC., ) **CASE NO. 5:13-cv-01539-CAS-DTB**  
 12 Plaintiff, )  
 13 vs. ) **[PROPOSED] JUDGMENT AFTER**  
 14 SKYWAY, INC.; and DOES 1-10; ) **DEFAULT**  
 15 Defendants. )

16 The motion for judgment after default by plaintiff UPS Ground Freight, Inc.  
 17 against defendant Skyway, Inc. came on for hearing on 24 February 2014 at the above  
 18 Court, before the Honorable Christina A. Snyder, Judge, presiding. Appearing on  
 19 behalf of moving party, plaintiff UPS Ground Freight, Inc., was attorney Christoph  
 20 M. Wahner of the Law Offices of Countryman & McDaniel. There was no  
 21 appearance for defendant Skyway, Inc. and were no other appearances.

22 Defendant, Skyway, Inc., having failed to appear, plead or otherwise defend  
 23 in this action, and default having been entered on 8 November 2013, and counsel for  
 24 Plaintiff UPS Ground Freight, Inc. having requested judgment against the defaulted  
 25 Defendant and having filed a proper Request for Default Judgment in accordance with  
 26 Federal Rule of Civil Procedure 55;

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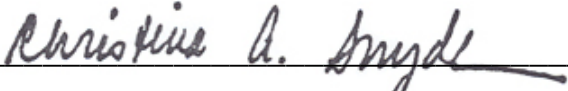
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IT IS HEREBY ORDERED:

Judgment is entered in favor of Plaintiff UPS Ground Freight, Inc. and against Defendant Skyway, Inc. for the latter's liability for the interstate carriage of goods under the Carmack Amendment, 49 U.S.C. Section 14706 et seq., as follows:

- principal damages of \$75,931.90, the value of the cargo tendered to Defendant Skyway, Inc., which cargo was never delivered;
- prejudgment interest of \$3,955.22, granted at the Court's discretion and calculated at the rate of 3.25% (the weekly average prime interest rate for the calendar week preceding the date of judgment, as published by the Board of Governors of the Federal Reserve System) from 19 July 2012, the date of scheduled cargo delivery, to 24 February 2014, the date of judgment.
- post-judgment interest pursuant to 28 U.S.C. Section 1961, from 24 February 2014 until paid, calculated at the rate of 0.12% (the weekly average 1-year constant maturity Treasury yield for the calendar week preceding the date of judgment, as published by the Board of Governors of the Federal Reserve System).

Dated: February 25, 2014

  
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Honorable Christina A. Snyder