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UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF CALIFORNIA

PHILLIPS 66 CO.,

Plaintiff,

v.

CALIFORNIA PRIDE, INC., et al.,

Defendants.

Case No. 1:16-cv-01102-LJO-SKO

**ORDER ADOPTING FINDINGS AND
RECOMMENDATIONS THAT
PLAINTIFF'S MOTION FOR
DEFAULT JUDGMENT BE
GRANTED IN PART AS TO
DEFENDANT CALIFORNIA PRIDE,
INC.**

(Doc. 25)

On July 29, 2016, Plaintiff filed the Complaint, which includes a single claim for breach of contract against all three Defendants. (See Doc. 1 at 1–7.) All Defendants were served with the Complaint on October 8, 2016. (See Docs. 6–8.) To date, no Defendant has filed an answer to the Complaint.

On November 15, 2016, Plaintiff requested that the Clerk enter default against Defendants. (Doc. 9.) The Clerk of Court entered default against all Defendants on November 18, 2016. (See Doc. 13.)

Plaintiff then filed a Motion for Default Judgment on January 25, 2017. (Doc. 15.) In its

1 Motion for Default Judgment, Plaintiff requested \$187,469.39 in damages, prejudgment and post-
2 judgment interest, and \$812.59 in costs. (*See id.* at 2.) In addition, Plaintiff requested \$22,619.59
3 in attorneys’ fees. (*See* Doc. 15, Ex. 1 at 5–6.) No Defendant has filed an opposition to the
4 Motion for Default Judgment. However, on April 4, 2017, Defendants Steven Coldren and
5 Rebecca Coldren filed a Notice of Automatic Stay Pursuant to 11 U.S.C. § 362. (Doc. 18.)

6 On July 6, 2017, the assigned magistrate judge entered findings and recommendations (the
7 “F&R”), in which she recommends that the Court (1) grant in part “Plaintiff’s Motion for Default
8 Judgment . . . insofar as Plaintiff requests that the Court enter default judgment against Defendant
9 California Pride, Inc.,” (2) “[e]nter judgment against Defendant California Pride, Inc. in the
10 amount of \$187,469.39 plus prejudgment and post-judgment interest,” (3) “[a]ward attorneys’ fees
11 to Plaintiff in the amount of \$20,232.34,” and (4) “[a]ward costs to Plaintiff in the amount of
12 \$723.30.” (Doc. 25 at 33.)

13 The F&R contained a notice that any objections were to be filed within twenty-one days
14 after service. (*See id.* at 33–34.) More than twenty-one days have passed and no Defendant has
15 filed objections to the F&R.

16 In accordance with the provisions of 28 U.S.C. § 636(b)(1)(C), this Court has conducted a
17 *de novo* review of this case. Having carefully reviewed the entire file, the Court finds that the
18 findings and recommendations are supported by the record and proper analysis.

19 Accordingly, THE COURT HEREBY ORDERS that:

- 20 1. The F&R, (Doc. 25), is ADOPTED in full;
- 21 2. Judgment is entered in favor of Plaintiff and against Defendant California Pride,
22 Inc., but *not* the remaining Defendants;
- 23 3. Plaintiff is awarded damages in the amount of \$187,469.39;
- 24 4. Plaintiff is awarded prejudgment interest in accordance with the terms of the
25 parties’ pertinent contractual agreement—specifically, “prejudgment interest at a
26 rate of twelve percent per annum commencing on December 1, 2015, through the
27 date a judgment is entered,” (Doc. 25 at 21);
- 28 5. Plaintiff is awarded post-judgment interest in accordance with 28 U.S.C. § 1961;

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and

6. Plaintiff is awarded attorneys' fees in the amount of \$20,232.34 and costs in the amount of \$723.30.

Finally, the Court ORDERS Plaintiff to lodge a proposed form of judgment against only Defendant California Pride, Inc. by no later than August 15, 2017.

IT IS SO ORDERED.

Dated: August 4, 2017

/s/ Lawrence J. O'Neill
UNITED STATES CHIEF DISTRICT JUDGE