v.

UNITED STATES DISTRICT COURT

EASTERN DISTRICT OF CALIFORNIA

BMO HARRIS BANK N.A.,

Plaintiffs,

V.

APS TRANS INC., et al.,

Defendants.

Defendants.

Case No.: 1:16-cv-01776 - LJO - JLT

ORDER ADOPTING IN FULL THE FINDINGS

AND RECOMMENDATIONS GRANTING

PLAINTIFF'S MOTION FOR DEFAULT

JUDGMENT AND DENYING WITHOUT

PREJUDICE THE REQUEST FOR FEES AND

COSTS

Defendants.

Plaintiff BMO Harris Bank, N.A., asserts that Defendants Harbhaja Sanghera and APS Trans Inc. failed to make payments owed under three loan and security agreements, and are liable for breaches of the contracts. Defendants failed to respond to the allegations in the complaint, and Plaintiff sought default judgment against Defendants, as well as an award of fees and costs. (Doc. 10)

On May 17, 2017, the magistrate judge found the factors set forth by the Ninth Circuit, in <u>Eitel v. McCool</u>, 782 F.2d 1470, 1471-72 (9th Cir. 1986), weighed in favor of the entry of default judgment. (Doc. 13 at 4-7) However, the magistrate judge determined Plaintiff failed to provide adequate information for the Court to determine the reasonableness of the fees requested. (<u>Id.</u> at 7-8) Therefore, the magistrate judge recommended the motion for default judgment be granted, and the request for fees and costs be denied without prejudice. (<u>Id.</u> at 8)

The parties were given fourteen days to file any objections to the recommendation that fees and costs be awarded. (Doc. 13 at 9) In addition, they were "advised that failure to file objections within

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