

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF CALIFORNIA

BMO BANK N.A.,
Plaintiff,
v.
RAJINDER SINGH CHEEMA,
Defendant.

Case No. 1:24-cv-00634-KES-SAB

ORDER ADOPTING FINDINGS AND
RECOMMENDATIONS AND GRANTING
PLAINTIFF’S MOTION FOR DEFAULT
JUDGMENT AND DIRECTING CLERK OF
THE COURT TO CLOSE THIS MATTER

Docs. 16, 24

On May 29, 2024, Plaintiff BMO Bank filed this action against Defendant Cheema, Fresno Truck Tire & Service, Inc. (“Fresno Truck”), and Amarjit Singh pursuant to 28 U.S.C. § 1332(a). Doc. 1. On July 10, 2024, Plaintiff filed a notice of voluntary dismissal as to defendants Fresno Truck and Amarjit Singh, and they were terminated from this action. Docs. 7, 8. On July 26, 2024, Plaintiff filed a request for entry of default against Defendant Cheema and default was entered. Docs. 13, 14. On August 23, 2024, Plaintiff filed a motion for default judgment as to defendant Cheema. Docs. 16–19.

Plaintiff seeks to hold Defendant Cheema liable for breach of contract regarding a loan agreement for a Peterbilt tractor. *See generally* Doc. 1. On October 1, 2024, the assigned magistrate judge issued findings and recommendations recommending that Plaintiff’s motion for default judgment be granted. Doc. 24. The magistrate judge found the Court has diversity jurisdiction over the claims presented under 28 U.S.C. § 1332(a) as the parties are completely

1 diverse and the amount in controversy is more than \$75,000.00. *Id.* at 5. The magistrate judge
2 also determined that the Court has personal jurisdiction over Defendant Cheema through
3 substitute service, finding that Plaintiff demonstrated compliance with the service requirements
4 under Rule 4 of the Federal Rules of Civil Procedure. *Id.* at 7.

5 The magistrate judge assessed the *Eitel* factors identified by the Ninth Circuit, concluding
6 that they weighed in favor of default judgment, *id.* at 7–10, and recommending an award of
7 contractual damages in the amount of \$93,803.63, *id.* at 11–12. The magistrate judge also found
8 Plaintiff was entitled to attorney’s fees, with a slight reduction in the requested fee, and costs. *Id.*
9 at 12–13. The magistrate judge determined that Plaintiff’s counsel’s hourly rate was reasonable
10 and that the time expended in litigating the action was also reasonable. *Id.* at 14–15. However,
11 the magistrate judge declined to reimburse the 1.5 hours Plaintiff’s counsel allocated to appear at
12 the hearing on the motion because the hearing was vacated and those hours were not used. *Id.* at
13 15; *see also* docket. Accordingly, the magistrate judge recommended awarding modified
14 attorney’s fees in the amount of \$5,752.50. *Id.* Last, the magistrate judge recommended awarding
15 costs in the amount of \$662.28, which consist of the filing fee and expenses for service of process
16 on all the defendants. *Id.* The magistrate judge determined that the costs of serving process on
17 the other defendants, who were previously terminated from the action, were reasonable legal
18 expenses related to Plaintiff’s attempts to repossess the tractor and thus properly reimbursable
19 according to the terms of the loan agreement. *Id.* at 15, n.6.

20 The findings and recommendations were served on the parties and contained notice that
21 any objections to the findings and recommendations were to be filed within fourteen (14) days
22 from the date of service. *Id.* No objections have been filed and the time to do so has passed.¹

23 In accordance with 28 U.S.C. § 636(b)(1), this Court has conducted a de novo review of
24 this case. Having carefully reviewed the file, the Court finds the findings and recommendations
25 to be supported by the record and by proper analysis.

26 ///

27 ¹ Plaintiff filed a non-opposition to the findings and recommendations on October 21, 2024.
28 Doc. 25.

1 Accordingly, IT IS ORDERED that:

- 2 1. The findings and recommendations filed October 1, 2024, Doc. 24, are ADOPTED
3 IN FULL;
- 4 2. Plaintiff BMO Harris Bank N.A.'s motion for default judgment, Doc. 16, is
5 GRANTED.
- 6 3. Default judgment is ENTERED in favor of Plaintiff BMO Harris Bank N.A. and
7 against Defendant Cheema in the amount of \$100,218.41, which consists of:
- | | |
|------------------------------|-------------|
| 8 a) Principal: | \$80,283.90 |
| 9 b) Interest and late fees: | \$11,142.73 |
| 10 c) Repossession Fees: | \$2,377.00 |
| 11 d) Attorneys' Fees: | \$5,752.50 |
| 12 e) Legal Costs: | \$662.28 |
- 13 4. Upon sale of the identified vehicle in a commercially reasonable manner, the money
14 judgment entered herein shall be credited with the net sales proceeds.
- 15 5. The Clerk of the Court is DIRECTED to close this matter.

16
17
18 IT IS SO ORDERED.

19 Dated: November 21, 2024



UNITED STATES DISTRICT JUDGE