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UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF CALIFORNIA

BMO HARRIS BANK, N.A.,
Plaintiff,
v.
GREENWAY TRANSPORT, INC., et al.,
Defendant.

No. 2:19-cv-02436-DAD-JDP
ORDER ADOPTING FINDINGS AND
RECOMMENDATIONS
(Doc. Nos. 37, 47)

Plaintiff BMO Harris Bank, N.A., filed this breach-of-contract action against defendants Greenway Transport, Inc., and Ajaypal Dhaliwal on December 5, 2019. (Doc. No. 1.) On November 30, 2021, defendants were served with the summons and complaint, and the executed summonses were filed with the court on December 29, 2021. (Doc. Nos. 27.) Neither of the defendants filed an answer, responsive pleading, or otherwise appear in this action. On March 31, 2022, plaintiff filed a request for entry of default against defendants (Doc. No. 31), and default was entered by the Clerk of the Court against defendants (Doc. No. 33). On May 13, 2022, plaintiff filed the pending motion for default judgment. (Doc. No. 37.) This matter was referred to a United States Magistrate Judge pursuant to 28 U.S.C. § 636 and Local Rule 302.

On March 16, 2023, the assigned magistrate judge issued findings and recommendations recommending that plaintiff’s motion for default judgment be granted. (Doc. No. 47.) The findings and recommendations provided that any objections thereto were to be filed within

1 fourteen (14) days. (*Id.* at 11.) To date, no objections have been filed and the time for doing so
2 has now passed.

3 In accordance with the provisions of 28 U.S.C. § 636(b)(1)(C), the court conducted a *de*
4 *novo* review of the case. Having carefully reviewed the file, the court concludes that the findings
5 and recommendations are supported by the record and proper analysis.

6 Accordingly:

- 7 1. The findings and recommendations issued on March 16, 2023 (Doc. No. 47) are
8 adopted in full;
- 9 2. Plaintiff's motion for default judgment against defendants (Doc. No. 37) is
10 granted;
- 11 3. Default judgment is entered in favor of plaintiff and against defendants Greenway
12 Transport, Inc., and Ajaypal Dhaliwal, in the amount of \$276,654.51, plus interest
13 accruing at a *per diem* rate of \$119.91 from May 13, 2022, through the date
14 judgment is entered;
- 15 4. Plaintiff's request for attorneys' fees and costs is denied, without prejudice to
16 plaintiff filing a timely motion brought under Local Rule 292 and 293; and
- 17 5. The Clerk of the Court is directed to close this case.

18 IT IS SO ORDERED.

19 Dated: March 31, 2023

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22 UNITED STATES DISTRICT JUDGE
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