

IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF COLORADO

Civil Action No. 12-cv-02509-WYD-BNB

MAYFLOWER TRANSIT, L.L.C.,

Plaintiff,

v.

MARYBETH BRUCHWALSKI and
RONALD BRUCHWALSKI,

Defendants.

**ORDER ADOPTING AND AFFIRMING RECOMMENDATION OF
UNITED STATES MAGISTRATE JUDGE**

THIS MATTER is before the Court on the Recommendation of United States Magistrate Judge ("Recommendation"), filed June 14, 2013. (ECF No. 30). In the Recommendation, Magistrate Judge Boland recommends that the plaintiff's Motion for Default Judgment be granted and that judgment enter in favor of the plaintiff and against the defendants in the amount of \$ \$5,984.78, plus costs to be awarded upon the filing of a bill of costs as provided in D.C.COLO.LCivR 54.1. (Recommendation at 1). The Recommendation is incorporated herein by reference. See 28 U.S.C. § 36(b)(1)(B), Fed. R. Civ. P. 72(b).

Magistrate Judge Boland advised the parties that written objections were due within fourteen (14) days after service of a copy of the Recommendation. (Recommendation at 4). Despite this advisement, no objections were filed to the Recommendation. No objections having been filed, I am vested with discretion to review

the Recommendation “under any standard [I] deem[] appropriate.” *Summers v. Utah*, 927 F.2d 1165, 1167 (10th Cir. 1991); see also *Thomas v. Arn*, 474 U.S. 140, 150 (1985) (stating that “[i]t does not appear that Congress intended to require district court review of a magistrate's factual or legal conclusions, under a de novo or any other standard, when neither party objects to those findings”). Nonetheless, though not required to do so, I review the Recommendation to “satisfy [my]self that there is no clear error on the face of the record.”¹ See Fed. R. Civ. P. 72(b) Advisory Committee Notes.

Having reviewed the Recommendation, I am satisfied that there is no clear error on the face of the record. I find that Magistrate Judge Boland’s Recommendation is thorough, well reasoned and sound. I agree with Magistrate Judge Boland that the plaintiff has established that the defendants breached their Interstate Transportation Contract with Mayflower Transit, LLC, and that the amount of damages due for this breach is a sum certain in the amount of \$5,984.78.

Based on the foregoing, it is

ORDERED that the Recommendation of United States Magistrate Judge Boland (ECF No. 30) is **AFFIRMED** and **ADOPTED**. In accordance therewith, it is

ORDERED that the Motion for Default Judgment (ECF No. 26) is **GRANTED**. Judgment shall enter in favor of the plaintiff and against the defendants, jointly and severally, as follows:

¹ Note, this standard of review is something less than a “clearly erroneous or contrary to law” standard of review, Fed. R. Civ. P. 72(a), which in turn is less than a *de novo* review, Fed. R. Civ. P. 72(b).

(a) For actual damages for breach of the Interstate Transportation Contract in the amount of \$5,984.78; and

(b) For costs upon the filing of a bill of costs as provided in D.C.COLO.LCivR 54.1.

Dated: July 12, 2013

BY THE COURT:

s/ Wiley Y. Daniel
Wiley Y. Daniel
Senior United States District Judge