

UNITED STATES DISTRICT COURT
DISTRICT OF MINNESOTA

Farnam Street Financial, Inc., a
Minnesota corporation,

Civ. No. 21-424 (PAM/BRT)

Plaintiff,

v.

ORDER

FabFad2020, Inc., a Delaware
corporation,

Defendant.

This matter is before the Court on Plaintiff's Motion for Entry of Default Judgment pursuant to Rule 55(b)(2) of the Federal Rules of Civil Procedure.

Plaintiff Farnam Street Financial, Inc., filed this lawsuit on February 16, 2021, and the summons was returned executed on February 22, 2021. (Docket No. 6.) Defendant FabFad 2020, Inc., has not appeared and did not respond to the Complaint. The Clerk's Office entered default against Defendant on March 18, 2021. (Docket No. 9.)

The Complaint (Docket No. 1) alleges that Defendant entered into an equipment lease agreement with Plaintiff in December 2018. (Compl. ¶ 6.) Defendant committed to leasing \$312,000 worth of equipment for a period of 24 months, but as of the filing of the Complaint had only selected \$265,783.46 worth of equipment. The Complaint also alleges that Defendant is obligated to pay \$12,027.98 in "interim rent" for the equipment it selected. (Id. ¶ 12.) Defendant had not paid its interim rent obligations for more than 18 months as of the filing of the Complaint. (Id. ¶ 15.) The total amount of damages Plaintiff

claims is \$545,370.74. (Id. ¶ 19.) The Complaint raises a claim for breach of contract, seeks a declaratory judgment that Plaintiff may keep Defendant's security deposit of \$12,733.96.

The Court held a hearing on the Motion on June 2, 2021. Defendant did not appear at the hearing. Plaintiff has established that it is entitled to the default judgment it seeks.

Accordingly, **IT IS HEREBY ORDERED** that:

1. Plaintiff's Motion (Docket No. 12) is **GRANTED**;
2. The Clerk of Court is **DIRECTED** to enter judgment in favor of Plaintiff Farnam Street Financial, Inc. and against Defendant FabFad2020, Inc., in the amount of \$576,807.84;
3. Plaintiff is entitled to retain the security deposit in the amount of \$12,733.96; and
4. Plaintiff is entitled to repossession of the following equipment leased to

Defendant:

Manufacturer	MFG/Part #	Qty	Equipment Description	Serial Number
Framis Italia	MX-204	1	Weld and Cut Bonding Machine, 1100mm x 550mm x 1550mm, 80Kg, including: Base Machine with 1 Heater, Spot Lamp, Drawer, Vertical Roll Support, Tensioner Metering Device, Silicone Rubber Wheel Group 17mm-35SH, 20mm Nozzle, Weld and Cut Device, Protection Screen, White Table with Beech Borders 120x60x4, Table Support Structure, Pedals, 16A 3 Poles Socket, Tape Guide 8x1mm, Tape Guide 10x1mm, Screwdriver 2.5, and Manual	EG 412

Framis Italia	MX-208	1	Edge Binding Bonding Machine, 1100mm x 550mm x 1550mm, 80Kg, including: Base Machine with 1 Heater, Spot Lamp, Drawer, Vertical Roll Support, Tensioner Metering Device, Upper Silicone Rubber Wheel Group 12mm-70SH, Lower Silicone Rubber Wheel 14mm-70SH, Nozzle C-Binding, Side Arm, Protection Screen, White Table with Beech Borders 120x60x4, Table Support Structure, Pedals, 16A 3 Poles Socket, Edge Binding Guide 16mm, and Manual	EG 414
Framis Italia	MX-210	1	Weld and Fold Bonding Machine, 1100mm x 550mm x 1550mm, 80Kg, including: Base Machine with 1 Heater, Spot Lamp, Drawer, Vertical Roll Support, Tensioner Metering Device, Silicone Rubber Wheel Group 17mm-35SH, 30mm Nozzle, Horizontal Arm, Protection Screen, White Table with Beech Borders 120x60x4, Table Support Structure, Pedals, 16A 3 Poles Socket, Folding Guide 5mm, Tape Guide 10x1mm, Screwdriver 2.5mm, and Manual	EG 415
Framis Italia	MX-211	1	Folding Joining Machine, 1100mm x 550mm x 1550mm, 80Kg, including: Base Machine with 2 Heaters, Spot Lamp, Drawer, Shaped Rubber Wheel Group 24mm/12mm-35SH, Heat Conveyor 30mm, 30mm Nozzle, Horizontal Arm, Protection Screen, White Table with Beech Borders 120x60x4, Table Support Structure, Pedals, 16A 3 Poles Socket, Folding Guide 8mm, and Manual	EG 413

Framis Italia	MU 280	1	Ultrasonic Sewfree Sewing Machine with One 13mm Width Roller (EGR-015R), White Table with Beech Borders 120x60x4, and Pedals	UTSN043
Tukatech	1815	1	TUKAcut Laser, 220v Laser Cutting Machine with Automatic Conveyor, 1800mm W x 1500mm L Working Area, 120w Laser Power, 20mm Lens, C02 Laser Tube, (2) Exhausting Kits, (3) Mirrors, and Industry Chiller (CW5000)	HM-SM1815W4190242
Tukatech		1	TUKAcad Professional Edition Software License	
JK Group	MSJP44HDS8C	1	JP4 Printer, Impress 4180, 4 Print Heads, 8 Color Printer, 260 sqm/h Max. Speed (Double CMYK), Max. Speed (8 Single Colors), 600 x 600 dpi Printing Resolution, 16 Gray Levels, 4 to 72pl Drop Size, and 180-320 cm Printing Width	3498/17
JK Group	M501610K005000	1	Digistar K-One Ink, Black, 5 KG	
JK Group	M501651K005000	1	Digistar K-One Ink, Cyan, 5 KG	
JK Group	M501630K005000	1	Digistar K-One Ink, Magenta, 5 KG	
JK Group	M501615K005000	1	Digistar K-One Ink, Yellow, 5 KG	
JK Group	M501601K005000	1	Digistar K-One Cleaner, 5 KG	
JK Group	KU45113	4	Main Tank	

LET JUDGMENT BE ENTERED ACCORDINGLY.

Dated: Thursday, June 3, 2021

s/ Paul A. Magnuson

Paul A. Magnuson
United States District Court Judge