

UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF MISSOURI
EASTERN DIVISION

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|-------------------------------|---|----------------------------|
| CSX TRANSPORTATION, INC., |) | |
| |) | |
| Plaintiff, |) | |
| |) | |
| vs. |) | Case No. 4:13-CV-849 (CEJ) |
| |) | |
| JEFFCO LEASING COMPANY, INC., |) | |
| |) | |
| Defendant. |) | |

MEMORANDUM AND ORDER

This matter is before the Court on plaintiff's motion for default judgment against defendant Jeffco Leasing Company, Inc., pursuant to Fed.R.Civ.P. Rule 55(b)(1).

The Court's record reveals that this action was filed on May 3, 2013. The summons and a copy of the complaint were served on defendant on May 7, 2013. Defendant did not file an answer or other responsive pleading or seek additional time to do so. Upon plaintiff's motion, the Clerk of Court entered default against defendant on June 6, 2013. The plaintiff filed the instant motion for entry of default judgment on August 28, 2013. Defendant has not filed a response to the motion and the time for doing so has expired.

Plaintiff, an interstate rail carrier, brings this action to collect delinquent freight charges pursuant to an agreement it entered into with defendant to transport freight via interstate rail. Plaintiff claims that beginning in November 2012 and continuing through January 2013, plaintiff transported freight for defendant pursuant to their agreement. Plaintiff alleges that it provided defendant with freight bills, totaling \$31,181.00, which defendant failed to pay.

Pursuant to Fed. R. Civ. P. 55, default judgment is appropriate when "a party against whom a judgment for affirmative relief is sought has failed to plead or

otherwise defend as provided by these rules and that fact is made to appear by affidavit or otherwise." By virtue of the default entered against it, defendant is deemed to have admitted all well-pleaded factual allegations in the complaint. See Taylor v. Ballwin, 859 F.2d 1330, 1333 (8th Cir. 1988). Thus, for the purposes of this action, it is established that plaintiff entered into an agreement with defendant to transport freight and that defendant has failed to pay plaintiff for the services provided. Furthermore, pursuant to the affidavit of damages submitted in support of the motion for default judgment, plaintiff has sufficiently established that the outstanding balance is \$31,181.00. See Pl. Ex. B, Affidavit of Kay Fearington and attached freight bills [Doc. #9-2]; see also Everyday Learning Corp. v. Larson, 242 F.3d 815, 818 (8th Cir. 2001) (allegations relating to the amount of damages must be proven by the plaintiff). Therefore, plaintiff is entitled to a judgment of default in the amount of \$31,181.00.

Accordingly,

IT IS HEREBY ORDERED that plaintiff's motion for default judgment [Doc. #9] is **granted**.

A separate judgment will be entered.



CAROL E. JACKSON
UNITED STATES DISTRICT JUDGE

Dated this 6th day of September, 2013.