

UNITED STATES DISTRICT COURT
DISTRICT OF NEW JERSEY

MAERSK LINE,

Plaintiff,

v.

Civil No. 18-11668 (NLH/KMW)

TJM INTERNATIONAL LIMITED
LIABILITY COMPANY, MARSH AND
ASSOCIATES SIGNING SERVICES
LLC, CHERYL MARSH,

ORDER

Defendants.

APPEARANCES:

RICK A. STEINBERG
PRICE MEESE SHULMAN & D'ARMINIO, P.C.
50 TICE BOULEVARD
3RD FLOOR
WOODCLIFF LAKE, NJ 07677

Attorney for Plaintiff Maersk Line.

HILLMAN, District Judge

WHEREAS this case was brought by Plaintiff on July 16, 2018 against Defendants Cheryl Marsh, Marsh & Associates Signing Services, LLC, and TJM International Limited Liability Company; and

WHEREAS summons were thereafter issued and were returned executed as to all Defendants by July 23, 2018; and

WHEREAS Plaintiff requested the Clerk to enter default against Defendants Marsh and Associates and TJM International

(collectively, the "Entity Defendants") on September 5, 2018;
and

WHEREAS the Clerk entered default as to the Entity
Defendants on September 6, 2018; and

WHEREAS on November 8, 2018 Plaintiff filed a Motion for
Default Judgment against Entity Defendants only; and

WHEREAS a party seeking default judgment "is not entitled
to a default judgment as of a right," Franklin v. Nat'l Maritime
Union of Am., No. 91-480, 1991 U.S. Dist. LEXIS 9819, at *3-4
(D.N.J. 1991) (quoting 10 Wright, Miller & Kane, Federal
Practice and Procedure § 2685 (1983)), aff'd, 972 F.2d 1331 (3d
Cir. 1992); and

WHEREAS the decision to enter a default judgment is "left
primarily to the discretion of the district court," Hritz v.
Woma Corp., 732 F.2d 1178, 1180 (3d Cir. 1984); and

WHEREAS before entering a default judgment the Court must
decide whether "the unchallenged facts constitute a legitimate
cause of action, since a party in default does not admit mere
conclusions of law," Chanel v. Gordashevsky, 558 F. Supp. 2d
532, 535 (D.N.J. 2008) (citing Directv, Inc. v. Asher, No. 03-
1969, 2006 U.S. Dist. LEXIS 14027, at *3 (D.N.J. Mar. 14,
2006)); and

WHEREAS the Court reviewed Plaintiff's Motion for Default
Judgment, the attachments thereto, and all other filings on the

docket, and finds Plaintiff's Motion for Default Judgment deficient in the following respects:

- Plaintiff does not include a brief explaining why it is entitled to default judgment, on what claims it is entitled to default judgment, the elements of those claims and how it has shown each of those elements, the appropriate measure of damages under those claims, and what damages it is entitled to in light of the above and the facts presented in this case;
- More specifically, Plaintiff has not explained to this Court the statutory basis for the claim under the Shipping Act and its effects - including preemption - on the state law claims asserted, if any;
- Plaintiff has not filed on the docket the contract under which it asserts its claim for breach of contract;
- Plaintiff provides an account summary, but has not provided to the Court the service contracts, bills of lading, freight bills, or invoices upon which it asserts this summary is based and which would be required for the Court to determine the correct amount of damages, if any, for the claims asserted; and

WHEREAS in light of those deficiencies, this Court finds it cannot properly enter default judgment at this time; but

WHEREAS this Court finds those deficiencies may be cured through further briefing and the filing of exhibits;

THEREFORE,

IT IS on this 18th day of April, 2019

ORDERED that Plaintiff's Motion for Default Judgment [8] is hereby **DENIED, WITHOUT PREJUDICE**; and it is further

ORDERED that Plaintiff shall file a new motion for default judgment which addresses the deficiencies noted herein within thirty (30) days of this Order.

At Camden, New Jersey

s/ Noel L. Hillman
NOEL L. HILLMAN, U.S.D.J.