

UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF NEW JERSEY

NOT FOR PUBLICATION

DAYS INNS WORLDWIDE, INC.

Plaintiff,

v.

KAP, LLC, ASHA PATEL,
KIRTI NAGAR, ANIL PATEL

Defendants.

Civil Action No. 11-2029 (ES)

ORDER

SALAS, DISTRICT JUDGE

This matter having come before the Court on Days Inns Worldwide, Inc.'s ("Plaintiff") motion for default judgment, (Docket Entry No., "D.E." 11), against KAP, LLC, Anil Patel, Asha Patel, and Kirti Nagar, ("Defendants"), pursuant to Federal Rule of Civil Procedure 55(b)(2), and the Court having considered Plaintiff's submissions, and it appearing that:

- 1. Plaintiff commenced this cause of action on April 11, 2011. (D.E. 1).
2. Service of a copy of the Summons and Complaint was effectuated upon Defendants as follows:
a. KAP, LLC on June 1, 2011. (D.E. 8).
b. Anil Patel on June 1, 2011. (D.E. 7).
c. Asha Patel on June 7, 2011. (D.E. 4).
d. Kirti Nagar on July 29, 2011. (D.E. 9).
3. The time for answering the Complaint has expired and Defendants have not been granted an extension of time within which to answer and they have failed to interpose an answer or otherwise respond to the Complaint.
4. Plaintiff requested the Clerk enter default on August 22, 2011. (D.E. 10).

5. The Clerk entered default on August 24, 2011 against Defendants for failure to plead or otherwise defend this action. (D.E. 10).
6. Plaintiff has provided Defendant with notice of the motion for default judgment and related documentation. (D.E. 11).
7. To date, Defendants have not opposed Plaintiff's motion for default judgment.

Accordingly, **IT IS** on this 4th day of April, 2012,

**ORDERED** that judgment is hereby entered against the Defendants, jointly and severally, in favor of the Plaintiff in the total amount of **\$204,899.68** comprised of the following amounts:

- (a) \$110,000.00 in liquidated damages, (D.E. 11-3, Affidavit of Suzanne Fenimore in Support of Motion for Entry of Final Judgment by Default, "Fenimore Aff." ¶ 28; D.E. 11-4 Days Inns Worldwide, Inc. License Agreement, the "License Agreement" ¶¶ 12.1)
- (b) \$2,948.14 in Addendum Liquidated Damages, (Fenimore Aff. ¶¶ 29-30; 11-5, Connectivity Equipment Lease and Services Addendum Existing Sites ¶ 12(c));
- (c) \$66,014.78 in recurring fees, (D.E. 11-3, Fenimore Aff. ¶ 23 and Ex. G);
- (d) \$20,497.60 in prejudgment interest, (Fenimore Aff. ¶ 32);
- (e) \$5,000.00 in attorneys' fees, (Fenimore Aff. ¶ 33; D.E. 11-2 Certification of Bryan P. Couch in Support of Motion for Entry of Final Judgment by Default, "Couch Cert." ¶ 12 and Ex. B);
- (f) \$439.16 in expenses, (Fenimore Aff. ¶ 33; Couch Cert. ¶ 14); and it is further

**ORDERED** that the Clerk shall mark this matter closed.

*s/Esther Salas*  
**Esther Salas, U.S.D.J.**