

IN THE UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF NORTH CAROLINA
SOUTHERN DIVISION

Civil Action No. 7:14-cv-174-FL

PNC BANK, NATIONAL ASSOCIATION,)
successor to RBC Bank (USA))
)
Plaintiff,)
)
v.)
)
PRECISION HEALTH CARE SERVICES, INC.,)
ACT MEDICAL GROUP, P.A. and)
BARRY A. MOORE,)
)
Defendants.)
_____)

**DEFAULT JUDGMENT
AS TO DEFENDANTS PREVISION
HEALTH CARE SERVICES, INC. and
ACT MEDICAL GROUP, P.A.**

This matter is before the Court on PNC Bank, National Association’s Amended Motion for Default Judgment Against Defendants Precision Health Care Services, Inc. (“Precision Health”) and Act Medical Group, P.A. (“Act”) (collectively referred to as “Defendants”).

IT APPEARS TO THE COURT that Defendants have failed to plead or otherwise defend in this action in which PNC Bank, National Association (“PNC”) alleges and avers that, as of August 14, 2014, Defendants are indebted to PNC in the sum of \$142,521.07, which consists of principal of \$140,948.94, accrued but unpaid interest of \$1,472.13, and late fees of \$100.00; plus attorneys’ fees in the amount of \$21,363.16 (calculated as 15% of the outstanding principal and interest owed on the Amended and Restated Note pursuant to N.C. Gen. Stat. § 6-21.2); plus per diem interest in the amount of \$27.41 from August 14, 2014, until judgment. PNC further alleges and avers that the Amended and Restated Note is secured by five (5) security agreements, the lien of which was perfected by PNC by filing with the North Carolina Secretary of State certain UCC-1 Financing Statements regarding certain Collateral (as defined in Exhibits I, J, K, L and M of the Complaint) of which is entitled to possess pursuant to N.C. Gen. Stat. § 1-230.

NOW, THEREFORE, based on the Complaint, PNC's Amended Motion for Default Judgment, the Affidavit in Support of Motion for Default Judgment, Memorandum in Support of Amended Motion for Default Judgment and other such pleadings, the Court hereby orders and decrees that PNC's Amended Motion for Default Judgment is GRANTED. Judgment is hereby entered in favor of PNC and against Defendants Precision Health Care Services, Inc. and Act Medical Group, P.A., jointly and severally, in the amount of \$142,521.07, which consists of principal of \$140,948.94, accrued but unpaid interest of \$1,472.13 and late fees of \$100.00; plus attorneys' fees in the amount of \$21,363.16 (calculated as 15% of the outstanding principal and interest owed on the Amended and Restated Note pursuant to N.C. Gen. Stat. §6-21.2); plus per diem in the amount of \$27.41 from August 14, 2014 until Judgment; plus post judgment interest as allowed by law until judgment date. Defendants and/or any third parties are hereby directed to place Plaintiff in immediate possession of the Collateral (as defined in Exhibits I, J, K, L and M of the Complaint). Plaintiff shall be entitled to use United States Marshal and/or such other lawful means as necessary to obtain possession of the Collateral.

This the 14th day of April, 2015.



LOUISE W. FLANAGAN
U.S. DISTRICT COURT JUDGE