

IN THE UNITED STATES DISTRICT COURT
FOR THE WESTERN DISTRICT OF NORTH CAROLINA
ASHEVILLE DIVISION
Civil No. 1:11-cv-16

SYNOVUS BANK,)
)
)
Plaintiff,)
)
vs.)
)
PISGAH PROPERTY SOLUTIONS, L.L.C.)
and KENNETH PORTER -)
SHIRLEY,)
)
Defendants.

JUDGMENT

This matter came before the undersigned on Plaintiff's Motion for Entry of Default Judgment. After considering the Motion and related documents and reviewing the Court file, it appears that:

An Original Complaint was filed and Summonses were issued in this action on January 26, 2011.

Defendants were served with the Complaint and Summonses on January 31, 2011.

No answer, motion or other pleading has been filed by Defendants and no extension of time within which to file pleadings has been granted, and the time within which pleadings may be filed has expired.

Defendants are not infants and otherwise are not incompetent.

Default was entered on April 5, 2011 against Defendants as provided by Rule 55(a) of the Rules of Civil Procedure.

The cause of action against Defendants consists of a breach of contract, namely the failure of Defendants to pay to Plaintiff the sum of Two Hundred Eighty-One Thousand Seven Hundred Seven and 55/100 Dollars (\$281,707.55) as of the 6th day of June, 2011, plus interest.

NOW, THEREFORE, IT IS ORDERED, ADJUDGED AND DECREED:

1. That Plaintiff's Motion for Entry of Default Judgment is GRANTED and that judgment is hereby entered against Defendants.
2. That Plaintiff have and recover of Defendants, jointly and severally:
 - a. the sum of Two Hundred Eighty-One Thousand Seven Hundred Seven and 55/100 Dollars (\$281,707.55);
 - b. interest on said amount as calculated from the date of this judgment pursuant to 28 U.S.C. 1961; and,
 - c. the costs of this action in the amount of \$350.00.

Signed: June 28, 2011



Frank G. Johns, Clerk
United States District Court

