

IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF OREGON
MEDFORD DIVISION

NAVAGIUM VECTORIUM, LLC, a California
limited liability company; OUTFITTER ROTARY
LLC, a Delaware limited liability company; and
OUTFITTER AVIATION, LLC, a Delaware limited
liability company;

Case No. 1:13-cv-00162-CL

ORDER

Plaintiffs;

v.

ROGER SUTTON and OUTFITTER AVIATION
OREGON, LLC, an Oregon limited liability company;

Defendants.

HADLEY & PECH, INC, a Nevada corporation,

Joined Counterclaim Plaintiff,

v.

OUTFITTER AVIATION, LLC, a Delaware limited
liability company,

Counterclaim Defendant.

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CLARKE, Magistrate Judge.

This order is intended to clarify the Court's entry of judgment "[i]n favor of Plaintiff Outfitter Aviation LLC, and against Defendants Roger Sutton and Hadley & Pech, Inc., on Plaintiff Outfitter Aviation, LLC's claim for Breach of Contract (Fourth Claim) in the amount of \$79,061.45 plus costs, together with interest at the rate of 0.31 percent per annum from the date of entry of judgment until paid[.]" Doc. No. 131.

Plaintiffs pled this breach of contract claim against Defendant Sutton only. Doc. No. 44, at 5. However, the contract at issue was between Plaintiffs and Sutton's now-defunct company, Hadley & Pech, Inc. Doc. No. 106, at 2. At trial, the Court granted Plaintiffs' motion to assert the claim against Hadley & Pech, Inc., as well. Doc. No. 123, at 2. Plaintiffs did not submit any evidence or argumentation to support piercing Hadley & Pech, Inc.'s corporate veil. Nor did Defendants move against the Complaint's assertion of liability against Sutton individually. In the absence of any briefing in support of or opposition to Sutton's role as a defendant on this claim, the Court entered judgment in line with the pleadings and its rulings at trial.

It is so ORDERED and DATED this 3 day of February 2016.



MARK D. CLARKE
United States Magistrate Judge