

**IN THE UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF VIRGINIA
Alexandria Division**

DAVIS MEMORIAL GOODWILL)	
INDUSTRIES, d/b/a GOODWILL OF)	
GREATER WASHINGTON,)	
Plaintiff,)	Case No. 1:17-cv-347
v.)	
ALAA GARADA, a/k/a ALAN)	
GARADA,)	
Defendant.)	

JUDGMENT AND PERMANENT INJUNCTION ORDER

This breach of contract action is before the Court on plaintiff's motion for default judgment (Doc. 18).

On March 24, 2017, plaintiff, Goodwill of Greater Washington, sued defendant, Alaa Garada, a/k/a Alan Garada, for breach of a contract that permitted defendant to place and service Goodwill-branded donation bins in the Washington, D.C. metropolitan area. After filing this action, Plaintiff obtained a preliminary injunction requiring defendant to disclose to plaintiff, in writing, the location of each Goodwill-branded donation bin that defendant has placed without the authorization required by the parties' contract. *See Davis Mem'l Goodwill Indus. v. Garada*, No. 1:17-cv-347 (E.D. Va. April. 17, 2017) (Preliminary Injunction Order). The preliminary injunction further authorized plaintiff to seize those bins, remove any Goodwill branding from them, and promptly return the bins to defendant. *Id.*

Defendant, however, did not file an answer to the complaint, oppose the preliminary injunction motion, or otherwise respond or appear in this action. As a result, on April 27, 2017, plaintiff requested an entry of default against defendant pursuant to Rule 55(a), Fed. R. Civ. P. Thereafter, on April 28, 2017, the Clerk issued an entry of default (Doc. 16) and on May 12,

2017, plaintiff moved for default judgment. The matter was referred to the Magistrate Judge pursuant to 28 U.S.C. § 636(b). Two weeks later, on May 26, 2017, a hearing on the default judgment motion occurred, for which defendant did not appear. That same day, the Magistrate Judge issued Proposed Findings of Fact and Recommendations (Doc. 23), which were mailed to defendant's address. Any objections to the Proposed Findings of Fact and Recommendations were due June 9, 2017. Neither party submitted any objections.

There being no objection to the Magistrate Judge's Proposed Findings of Fact and Recommendations, and for good cause,

It is hereby **ORDERED** that the Magistrate Judge's Proposed Findings of Fact and Recommendations (Doc. 23) are **ADOPTED**.

It is further **ORDERED** that plaintiff's motion for default judgment (Doc. 18) is **GRANTED**.

It is further **ORDERED** that judgment is entered, pursuant to Rule 55(b)(2), Fed. R. Civ. P., against defendant Alaa Garada, a/k/a Alan Garada, in the amount of \$349,976.73, comprising \$201,290.00 for unpaid amounts due under the parties' contract and \$148,686.73 for costs incurred in removing excess salvage goods due to defendant's breach of contract.

It is further **ORDERED** that the preliminary injunction in this matter is **CONVERTED** to a **PERMANENT INJUNCTION** authorizing plaintiff (1) to remove any unauthorized Goodwill-branded donation bins that defendant has placed in breach of the parties' contract, (2) to remove the Goodwill branding from those bins, and (3) to make the bins available for defendant to retrieve.

The Clerk is directed to send a copy of this Order to all counsel of record and to defendant, and to place this matter among the ended causes.

Alexandria, Virginia
June 13, 2017

A handwritten signature in black ink, appearing to be 'T. S. Ellis, III', written over a horizontal line.

T. S. Ellis, III
United States District Judge