

IN THE FRANKLIN COUNTY COURT OF COMMON PLEAS
CIVIL DIVISION

GARRISON SOUTHFIELD PARK, LLC :
Plaintiffs : Case No. 16CVH03-2317
vs. : JUDGE HOLBROOK
CLOSED LOOP REFINING & :
RECOVERY INC., et al., :
Defendants :

DECISION GRANTING PLAINTIFF’S MOTION FOR DEFAULT JUDGMENT
(FILED FEBRUARY 13, 2017)

AND

NOTICE OF REFERENCE TO MAGISTRATE FOR DAMAGES HEARING

This matter comes before the Court upon the February 13, 2017 motion for default judgment filed by Plaintiff Garrison Southfield Park, LLC (“Plaintiff”). Pursuant to its complaint and Civil Rule 55, Plaintiff seeks judgment against Defendant Closed Loop Refining and Recovery, Inc. (“Defendant”).

Pursuant to Civil Rule 55, the Court may enter judgment in favor of a party seeking affirmative relief when the party against whom judgment is sought has failed to answer or otherwise defend as provided for by the Civil Rules. Civil Rule 55 further provides, in pertinent part:

If, in order to enable the court to enter judgment or to carry it into effect, it is necessary to take an account or *to determine the amount of damages* or to establish the truth of any averment by evidence or to make an investigation of any other matter, the court may conduct such hearings or order such references as it deems necessary and proper and shall when applicable accord a right of trial by jury to the parties.

Id. (Emphasis added.)

A review of the instant case reveals that Plaintiff filed its complaint on March 3, 2016 seeking, among other things, money damages attributable to Defendant's alleged breach of a commercial lease originally entered into by the parties on April 6, 2012. On March 24, 2016, Plaintiff obtained service of process on Defendant by certified mail. Counsel has made an appearance and filed an answer on behalf of the individual defendants named in this action. Counsel has not, however, appeared or answered on behalf of Defendant. Therefore, the Court finds Defendant in default.

Accordingly, Plaintiff's motion for default is **GRANTED** as to Defendant's liability on Plaintiff's claim for breach of contract and resulting damages. However, the question of damages is undetermined. Plaintiff has set forth evidence to conclusively establish some aspects of the monetary damages owed under the parties' agreement but concedes that a final determination of damages requires a hearing. Therefore, the issue of damages will be referred to Magistrate Watters for a hearing under separate Entry and Order of Reference.


IT IS SO ORDERED.

Electronic notification to counsel of record

Franklin County Court of Common Pleas

Date: 03-07-2017
Case Title: GARRISON SOUTHFIELD PARK LLC -VS- CLOSED LOOP
REFINING & RECOVERY INC ET AL
Case Number: 16CV002317
Type: DECISION

It Is So Ordered.

A handwritten signature in cursive script, reading "Michael J. Holbrook", is written over a circular, embossed seal. The seal features a central emblem surrounded by text, though the details are faint and partially obscured by the signature.

/s/ Judge Michael J. Holbrook

Court Disposition

Case Number: 16CV002317

Case Style: GARRISON SOUTHFIELD PARK LLC -VS- CLOSED
LOOP REFINING & RECOVERY INC ET AL

Motion Tie Off Information:

1. Motion CMS Document Id: 16CV0023172017-02-1399980000
Document Title: 02-13-2017-MOTION FOR DEFAULT JUDGMENT
- PLAINTIFF: GARRISON SOUTHFIELD PARK LLC
Disposition: MOTION GRANTED