

**IN THE UNITED STATES DISTRICT COURT  
DISTRICT OF KANSAS**

**MCA Ventures, LLC,**

**Plaintiff,**

**v.**

**Case No. 15-9074-JWL**

**Leonard Zella,**

**Defendant.**

**MEMORANDUM & ORDER**

Plaintiff filed this lawsuit against defendant Leonard Zella alleging default under various loan agreements executed by and between plaintiff and BikeSmith LLC. Mr. Zella is the owner of BikeSmith LLC and he executed the loan agreements on behalf of BikeSmith LLC and again as the guarantor of the loans. Plaintiff has previously dismissed its claims against defendant BikeSmith LLC. After Mr. Zella failed to file an answer or other responsive pleading to plaintiff's complaint, the clerk of the court entered default pursuant to Federal Rule of Civil Procedure 55(a).

This matter is now before the court on plaintiff's motion for default judgment (doc. 15). Specifically, plaintiff moves the court for judgment by default in the total amount due and owing under three separate loan agreements, in the sum of \$142,096.49, together with reasonable attorneys' fees and costs as set forth in the loan agreements and post-judgment interest at the contractual rate; and, under a fourth loan agreement, in the sum of \$68,153.67, together with reasonable attorneys' fees and costs as set forth in the loan agreements and post-judgment interest at the contractual rate. The motion is granted.

A court may enter a default judgment without a hearing if the “amount claimed is a liquidated sum or one capable of mathematical calculation.” *Hunt v. Inter-Globe Energy, Inc.*, 770 F.2d 145, 148 (10th Cir. 1985). Plaintiff’s claim of default on the loan agreements is capable of mathematical calculation. The court therefore concludes that default judgment be entered against defendant Leonard Zella for the total amount due and owing under three separate loan agreements, in the sum of \$142,096.49, together with reasonable attorneys’ fees and costs as set forth in the loan agreements and post-judgment interest at the contractual rate; and, under a fourth loan agreement, in the sum of \$68,153.67, together with reasonable attorneys’ fees and costs as set forth in the loan agreements and post-judgment interest at the contractual rate.

**IT IS THEREFORE ORDERED BY THE COURT THAT** plaintiff’s motion for default judgment (doc. 15) is granted.

**IT IS FURTHER ORDERED BY THE COURT THAT** judgment be entered in favor of plaintiff against defendant Leonard Zella on plaintiff’s claim of defendant’s default on various loan agreements for the total amount due and owing under three separate loan agreements, in the sum of \$142,096.49, together with reasonable attorneys’ fees and costs as set forth in the loan agreements and post-judgment interest at the contractual rate; and, under a fourth loan agreement, in the sum of \$68,153.67, together with reasonable attorneys’ fees and costs as set forth in the loan agreements and post-judgment interest at the contractual rate.

**IT IS SO ORDERED.**

Dated this 8<sup>th</sup> day of October, 2015, at Kansas City, Kansas.

s/ John W. Lungstrum

John W. Lungstrum

United States District Judge