

IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF IDAHO

GILTNER LOGISTICS, INC., an Idaho
corporation f/k/a GILTNER LOGISTIC
SERVICES, INC.,

Plaintiff,

v.

ALL WAYS TRANSPORT, INC., a
California corporation,

Defendant.

Case No. 1:19-CV-289-BLW

**MEMORANDUM DECISION
AND ORDER**

MEMORANDUM DECISION

The Court has before it a motion for default judgment. Plaintiff Giltner is a trucking broker that contracted with inMusic Brands Inc. to ship electronics to Texas. Giltner retained All Ways Transport Inc. to ship the cargo. But after All Ways picked up the cargo, the cargo was stolen resulting in a complete loss of \$48,960. Giltner paid that sum to inMusic and received an assignment from inMusic of its claim against All Ways.

Giltner then sued All Ways for \$48,960 in this lawsuit. All Ways was properly served but never answered, and the Clerk entered default against them. *See Clerk's Entry of Default (Dkt. No. 6)*. Giltner now seeks a default judgment in the sum of \$48,960.00.

The affidavit of Giltner's President, Greg Paulson, establishes that Giltner took all the proper steps under the Carmack Amendment, 49 U.S.C. § 14706, to make its claim against All Ways, and that the cargo was in the possession of All Ways when it was

stolen. The sum of \$48,960 is a liquidated sum as it was the amount paid by Giltner to inMusic Inc. For all these reasons, the Court will grant the motion for default judgment and enter a separate Judgment as required by Rule 58(a).

ORDER

In accordance with the Memorandum Decision above,

NOW THEREFORE IT IS HEREBY ORDERED, that the motion for default judgment (docket no. 7) be GRANTED, and that a Judgment issue in favor of plaintiff Giltner Logistics Inc. and against defendant All Ways Transport Inc. in the sum of \$48,960.00.



DATED: November 29, 2019

A handwritten signature in black ink, reading "B. Lynn Winmill". The signature is written in a cursive style with a horizontal line underneath.

B. Lynn Winmill
U.S. District Court Judge