

UNITED STATES DISTRICT COURT  
MIDDLE DISTRICT OF FLORIDA  
FORT MYERS DIVISION

UNITED STATES OF AMERICA,

Plaintiff,

v.

Case No: 2:18-cv-192-FtM-29CM

MARGARET A. HALVORSEN,

Defendant.

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**ORDER**

This matter comes before the Court on plaintiff's Motion for Entry of Default Judgment (Doc. #10) filed on May 1, 2018. No response has been filed and the time to respond has expired. The Court finds that an evidentiary hearing is not required in this case, and will render a decision based on the documents submitted.

"A defendant, by his default, admits the plaintiff's well-pleaded allegations of fact, is concluded on those facts by the judgment, and is barred from contesting on appeal the facts thus established.[ ] A default judgment is unassailable on the merits, but only so far as it is supported by well-pleaded allegations. [ ] A default defendant may, on appeal, challenge the sufficiency of the complaint, even if he may not challenge the sufficiency of the proof." Eagle Hosp. Physicians, LLC v. SRG Consulting, Inc., 561 F.3d 1298, 1307 (11th Cir. 2009) (internal citations omitted).

In the Complaint (Doc. #1), plaintiff alleges that defendant is a resident of Lee County, Florida who owes the United States a principal balance of \$7,936.00, and capitalized and accrued interest in the amount of \$4,367.06, through February 23, 2018, for a total of \$12,312.06. The United States has demanded payment, and defendant has neglected to or refused to pay the debt. The Certificate of Indebtedness (Doc. #10-2) reflects that defendant executed promissory note(s) to secure loan(s) from CHASE MANHATTAN BANK; PANAMA CITY, FL. The loan obligation was guaranteed by the NEW JERSEY HIGHER EDUCATION ASSISTANCE AUTHORITY GAURANTEED STUDENT LOAN PROGRAM and reinsured by the United States Department of Education under a loan guaranty program. (Id.) The loan was disbursed in the amount of \$13,456.00 on August 17, 2002. Defendant defaulted on her obligation July 11, 2005, and the holder filed a claim on the loan guarantee. (Id.) The guarantor subsequently failed to recover the debt from defendant and thus assigned its right and title to the loan to the Department of Education on August 16, 2011. (Id.) Interest continues to accrue at a daily rate of \$0.89 per day through June 30, 2018. (Id.)

After service of process and finding no response to the Complaint, plaintiff moved for and was granted a default. (Doc. #10.) The Clerk's Entry of Default (Doc. #10-1) was entered on April 25, 2018, and plaintiff's Application and Declaration for Entry of Defendant's Default (Doc. #7) provided that defendant was

neither an infant nor an incompetent person, and not serving with the armed forces at the time. (Doc. #7, ¶ 2b.) The Court finds that plaintiff has met all necessary prerequisites for a default judgment. The Court further finds that the allegations in the Complaint are deemed admitted, and sufficiently plead to support a default judgment in favor of plaintiff for the sum amount owed in the Certificate of Indebtedness. (Doc. #10-2.)

Plaintiff also seeks to recover the costs of service. Plaintiff submitted a Process Service Invoice in the amount of \$47.31, and as the prevailing party, plaintiff is entitled to statutory costs. Therefore, this request will be granted.

Accordingly, it is hereby

**ORDERED:**

1. Plaintiff's Motion for Entry of Default Final Judgment (Doc. #10) is **GRANTED** in favor of plaintiff and against defendant. The Clerk shall enter judgment in favor of plaintiff and against defendant, providing that plaintiff shall recover on Claim No. 2015A39439:

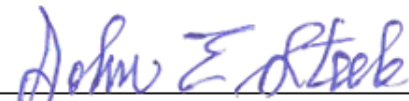
- a. The principal amount of \$7,936.00;
- b. Interest through February 23, 2018, in the amount of \$4,376.06;
- c. Accruing interest at the rate of \$0.89 per day thereafter, through the date of judgment until paid, and after June 30, 2018, at such a rate as the

Department of Education establishes pursuant to section 427A of the Higher Education Act of 1965, as amended, 20 U.S.C. § 1077a; and

d. Statutory costs in the amount of \$47.31.

2. The Clerk is further directed to send a certified copy of this Order and the Judgment to defendant Margaret A. Halvorsen at the last known address of **115 Rowland Road, Lehigh Acres, Florida 33936**, terminate all deadlines and motions as moot, and close the file.

**DONE and ORDERED** at Fort Myers, Florida, this 21st day of May, 2018.

  
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JOHN E. STEELE  
SENIOR UNITED STATES DISTRICT JUDGE

Copies:  
Counsel of Record  
Defendant