

**IN THE UNITED STATES DISTRICT COURT
FOR THE SOUTHERN DISTRICT OF WEST VIRGINIA**

CHARLESTON DIVISION

WESBANCO BANK, INC.,

Plaintiff,

v.

CIVIL ACTION NO. 2:19-cv-00821

TODD LESSER,

Defendant.

DEFAULT JUDGMENT ORDER

The Court has reviewed *Plaintiff WesBanco Bank Inc.'s Motion for Default Judgment* (Document 13) and the attached exhibits, filed on April 15, 2020. The motion and affidavits set forth the amount due and state that the Defendant is not an infant or incompetent.

The Plaintiff served the Defendant, Todd Lesser, by leaving the summons with Andrea Lesser at their residence on February 18, 2020. The investigator used to effectuate service indicates that Mr. Lesser evaded multiple prior attempts at service. No responsive pleading was filed, and the Clerk entered default on March 31, 2020, at the Court's direction. Both the Court's order directing entry of default (Document 10) and the *Entry of Default by Clerk* (Document 11) were sent to the Defendant by certified mail. The Court's order was returned as undeliverable. A return receipt card for the Clerk's entry of default indicates that it was left with an individual on April 10, 2020.¹ To date, the Defendant has not filed a response to the lawsuit or the entry of default.

¹ Rather than a signature, the receipt is marked "C-19," which the Court understands to be a reference to the Covid-19 epidemic and changes in the procedures for handling customer signatures to limit risk for postal workers.

The Plaintiff, WesBanco, alleges that Mr. Lesser applied for and received a loan to finance an office building in Charleston, West Virginia. The loan was secured by the office building. The Plaintiff alleges that it foreclosed, and the payoff balance was \$328,954.20 at the time of the foreclosure sale. There was a deficiency balance of \$128,756.55 after the property sold for \$242,000, less sale expenses of \$28,823.51.

In its motion for default judgment, after accounting for interest, WesBanco seeks \$136,983.69 for the deficiency balance of the loan, plus legal fees and costs of \$5,755.00 and interest accruing at a daily rate of \$11.90 from March 31, 2020. The terms of the promissory note, details of the sale, and amount of attorney's costs and fees are confirmed by the attached exhibits and affidavits.

After careful consideration, the Court finds that the amount of damages, as computed, is a sum certain pursuant to Federal Rule of Civil Procedure 55(b)(1). Accordingly, the Court **ORDERS** that *Plaintiff Wesbanco Bank Inc.'s Motion for Default Judgment* (Document 13) be **GRANTED** and that default judgment be entered against the Defendant, Todd Lesser, in the amount of **\$142,738.69**, plus interest of **\$11.90 per day** accruing from March 31, 2020.

The Court **DIRECTS** the Clerk to send a certified copy of this Order to counsel of record and to any unrepresented party.

ENTER: May 22, 2020



IRENE C. BERGER

UNITED STATES DISTRICT JUDGE
SOUTHERN DISTRICT OF WEST VIRGINIA