

UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF FLORIDA

CASE NO. 09-20865-CIV-HURLEY/HOPKINS

JONATHAN E. PERLMAN,  
Plaintiff,

v.

GABRIELLE ALEXIS, et al.,  
Defendants.

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**ORDER GRANTING PLAINTIFF'S MOTION FOR DEFAULT JUDGMENT**

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**THIS CAUSE** is before the court upon the receiver's motion for entry of default judgment [DE # 45].

On March 11, 2010, the court granted the receiver's motion for approval of settlement agreement, entered final judgment, and reserved jurisdiction to enforce the settlement agreement. *See* DE # 43, 44. As part of the settlement, defendants agreed to pay the receiver \$190,000 by March 31, 2010 or suffer default judgment in the amount of \$750,000. The settlement agreement reads:

Failure by the Defendants to timely pay the Defendants' Settlement Payment [of \$190,000], for any reason whatsoever, shall be deemed a material breach and default of this Stipulation . . . In the event Defendants fail to Cure any such Default [within 10 days], then, without any further notice, the Receiver shall be entitled to and shall be awarded a judgment . . . against Defendants for a total sum of Seven Hundred and Fifty Thousand and 00/100 Dollars (\$750,000.00).

*See* DE 37-1, ¶ 7-8.

On April 23, 2010, the receiver filed the instant motion, claiming that he has received no payment from the defendants and, consequently, is entitled to default judgment in the amount of \$750,000.00. On June 6, 2010, the court ordered defendant to show cause why the receiver's motion should not be granted. *See* DE # 48. On June 11, 2010, defendants responded to the order to show

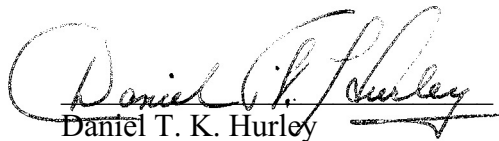
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cause, explaining that they do not "have the capability to pay the sums called for in the settlement agreement" and requesting "additional time to try and pay the sums required under the terms of the settlement agreement." *See* DE # 49.

After considering the instant motion and the settlement agreement, the court concludes that the receiver is entitled to the relief he seeks. There is no dispute that defendants materially breached the settlement agreement by failing to pay the receiver the settlement amount by March 31, 2010, that defendants failed to cure the breach, and that the remedy for the breach, according to the settlement agreement, is a final judgment in the amount of \$750,000.00. Further, the defendants request for additional time to cure the default must be denied, because they have had over 10 weeks to do so and, in any event, the agreement allows for only a ten-day period to cure. Thus, pursuant to the settlement agreement, plaintiff is entitled to judgment in the amount of \$750,000.00. Accordingly, it is hereby **ORDERED** and **ADJUDGED** that:

1. The receiver's motion for entry of default judgment [DE # 45] is **GRANTED**.
2. Pursuant to Fed. R. Civ. P. 58, the court will enter default judgment in favor of the receiver by separate order.

**DONE** and **SIGNED** in Chambers at West Palm Beach, Florida, this 23<sup>rd</sup> day of June, 2010.

  
Daniel T. K. Hurley  
U. S. District Judge

*Copies provided to counsel of record*