

UNITED STATES DISTRICT COURT FOR THE EASTERN DISTRICT OF
VIRGINIA, RICHMOND DIVISION

U.S. Bank National Association v. Advanced Home Inspection, LLC,
et al.

U.S. Bank · No. 3:23CV543 (RCY) · Decided February 26, 2026

SUMMARY

The United States District Court for the Eastern District of Virginia considers U.S. Bank National Association’s renewed motion for default judgment against Advanced Home Inspection, LLC and Bradley Gamlin. Applying Minnesota substantive law and Virginia procedural law, the court awards contract damages and \$8,203.50 in attorneys’ fees and costs, but limits prejudgment interest to January 3, 2025 because the later delay resulted from the plaintiff’s insufficient proof. The motion is granted in part, and an appropriate order is to issue.

CASE DETAILS

COURT	United States District Court for the Eastern District of Virginia, Richmond Division
WRITING FOR THE COURT	Roderick C. Young
JURISDICTION	U.S. District Court for the Eastern District of Virginia, Richmond Division
DECIDED	February 26, 2026
DOCKET	3:23CV543 (RCY)
DISPOSITION	other
PROCEDURAL POSTURE	Plaintiff moved for renewed default judgment after the Clerk entered default against both defendants and the Court denied Plaintiff's initial motion for default judgment for failure to provide sufficient evidence of damages and attorneys' fees.
STANDARD OF REVIEW	On a motion for default judgment under Federal Rule of Civil Procedure 55(b)(2), the plaintiff must provide actual evidence of damages. The Court assessed the requested fees and damages for reasonableness under the applicable state-law standards and exercised discretion concerning prejudgment interest.
PRECEDENTIAL VALUE	unpublished district court memorandum opinion

TOPICS

default judgment default attorney fees prejudgment interest breach of contract

PRACTICE AREAS

civil procedure contracts remedies commercial litigation

QUESTIONS PRESENTED

1. Whether Plaintiff provided sufficient evidence to support a default judgment for the requested contract damages.
2. Whether the requested attorneys' fees and costs were reasonable under Virginia law.
3. Whether prejudgment interest was available under Minnesota law and, if so, through what date it should accrue.
4. Which state's law governed the reasonableness of the attorneys' fees and default damages, including prejudgment interest.

HOLDINGS

1. Under Virginia's conflicts rules, the award and reasonableness of attorneys' fees are procedural issues governed by Virginia law.
2. Plaintiff was entitled to \$8,203.50 in attorneys' fees and costs, but not the \$1,120.50 incurred to correct deficiencies in its initial default-judgment motion.
3. Plaintiff established entitlement to \$95,760.54 in breach-of-contract damages.
4. Prejudgment interest was available at the contracted-for rate of 12% per year, but the award was limited to interest accruing through January 3, 2025.

KEY QUOTATIONS

“The plaintiff must provide actual evidence of damages” (Section II)

“Fees incurred to correct deficiencies in counsel’s own filing are not properly characterized as “necessary and appropriate” and will not be shifted to the opposing party.” (Section III.B)

“Prejudgment interest thus serves a compensatory function—as with fees, it is not a mechanism to reward delay attributable to the movant.” (Section III.C)

FACTUAL BACKGROUND

U.S. Bank alleged that Advanced Home Inspection, LLC and Bradley Gamlin breached two agreements and related guaranties. The agreements contained Minnesota choice-of-law provisions, and the guaranties included Gamlin's consent to Minnesota law. Plaintiff supported its renewed damages request with declarations and itemized accountings seeking contract damages, attorneys' fees and costs, and prejudgment interest at a 12% contractual rate.

PROCEDURAL HISTORY

U.S. Bank filed a breach-of-contract complaint on August 24, 2023. Defendants were served on September 28, 2023, and the Clerk entered default against both defendants on November 20, 2023. The Court denied Plaintiff's initial motion for default judgment on January 3, 2025, because the damages and fees were insufficiently supported. Plaintiff filed a renewed motion on May 5, 2025, providing additional evidence; the Court granted it in part.

DISPOSITION

other

CASES CITED

- Ryan v. Homecomings Fin. Network, 253 F.3d 778, 780 (4th Cir. 2001)
- Colgan Air, Inc. v. Raytheon Aircraft Co., 507 F.3d 270, 275 (4th Cir. 2007)
- Klaxon Co. v. Stentor Elec. Mfg. Co., 313 U.S. 487, 496 (1941)
- Hatfill v. N.Y. Times Co., 459 F. Supp. 2d 462, 465 (E.D. Va. 2006)
- Clark v. Clark, 398 S.E.2d 82, 89 (Va. Ct. App. 1990)
- Hooper v. Musolino, 364 S.E.2d 207, 211 (1988)
- RMS Tech., Inc. v. TDY Indus., 64 F. App'x 853, 857 (4th Cir.)
- Hitachi Credit Am. Corp. v. Signet Bank, 166 F.3d 614, 624 (4th Cir. 1999)
- JTH Tax, LLC v. Manzo, 2025 U.S. Dist. LEXIS 141357, at *2 (E.D. Va. July 23, 2025)
- Brant v. Schneider, 2024 WL 2713307, at *3 (Va. Ct. App. May 28, 2024)
- Mission Integrated Techs., LLC v. Clemente, 158 F.4th 554, 570 (4th Cir. 2025)
- Wichard v. Suggs, 2016 U.S. Dist. LEXIS 46156, at *12-13 (E.D. Va. Apr. 5, 2016)
- PateientPoint Network Sols., LLC v. Veteran Grp., Inc., 2022 U.S. Dist. LEXIS 171078, at *12 (E.D. Va. Aug. 29, 2022), report and recommendation adopted by 2022 U.S. Dist. LEXIS 170194 (E.D. Va. Sept. 16, 2022)
- Star Techs. v. Philips Med. Sys., N.A., 23 Va. Cir. 267, 269 (Fairfax Cnty. Cir. Ct. Mar. 4, 1991)
- Marks v. Sanzo, 345 S.E.2d 263, 356 (Va. 1986)
- Fei Co. v. Cambridge Global Servs., 2010 U.S. Dist. LEXIS 75978, at *11 (E.D. Va. July 7, 2010)
- Schlegel v. Bank of Am., 628 S.E.2d 362, 369 (Va. 2006)
- Chawla v. BurgerBusters, Inc., 499 S.E.2d 829, 833 (Va. 1998)
- Johnson v. Garages, Etc., Inc., 367 N.W.2d 85, 86 (Minn. App. 1985)
- Lesmeister v. Dilly, 330 N.W.2d 95, 103 (Minn. 1983)
- Computer Forensic Servs. v. Afremov, 2020 Minn. Dist. LEXUS 926, at *1-4 (Hennepin Cnty. Dist. Ct. Mar. 17, 2020)
- Pakonen v. Hous. Alternatives Dev. Co., 2023 Minn. Dist. LEXIS 3196, at *7-8, *10 (Hennepin Cnty. Dist. Ct. July 7, 2023)

- Northwest Airlines, Inc. v. Flight Trails, 3 F.3d 292, 297-298 (8th Cir. 1993)
- Anderson v. Found. for Advancement, Educ. & Emp. of Am Indians, 155 F.3d 500, 507 (4th Cir. 1998)

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