

UNITED STATES DISTRICT COURT FOR THE MIDDLE DISTRICT OF
PENNSYLVANIA

**Kenneth Powell v. Tensik Industries, LLC and EFSA Holding Group,
LLC**

Powell · No. 3:25-CV-148 · Decided January 9, 2026

SUMMARY

The United States District Court for the Middle District of Pennsylvania granted Kenneth Powell’s motion for default judgment against Tensik Industries, LLC and EFSA Holding Group, LLC. The court found that the defendants failed to defend the action after receiving notice and accepted the complaint’s well-pleaded factual allegations as true. Judgment was entered for \$376,905, representing \$376,500 paid for an undelivered concrete batching plant and a \$405 filing fee; the court denied the requested attorney’s fees.

CASE DETAILS

COURT	United States District Court for the Middle District of Pennsylvania
WRITING FOR THE COURT	Robert D. Mariani
JURISDICTION	United States District Court for the Middle District of Pennsylvania
DECIDED	January 9, 2026
DOCKET	3:25-CV-148
DISPOSITION	other
PROCEDURAL POSTURE	Plaintiff moved for default judgment under Federal Rule of Civil Procedure 55(b)(2) after Defendants failed to answer or otherwise defend, and after the Clerk entered default.
STANDARD OF REVIEW	Entry of default judgment is primarily within the district court's discretion, subject to consideration of prejudice to the plaintiff, whether the defendant has a litigable defense, and whether the defendant's delay resulted from culpable conduct. Well-pleaded factual allegations, except those concerning damages, are accepted as true.
PRECEDENTIAL VALUE	nonprecedential
PARTIES	Kenneth Powell v. Tensik Industries, LLC, EFSA Holding Group, LLC

TOPICS

default judgment

default

breach of contract

damages

attorney fees

PRACTICE AREAS

civil procedure

contracts

commercial litigation

remedies

QUESTIONS PRESENTED

1. Whether default judgment should be entered against Defendants under Federal Rule of Civil Procedure 55.
2. Whether the record supported an award of \$376,500 for payments made toward the undelivered concrete batching plant.
3. Whether Powell was entitled to recover the requested attorney's fees and filing costs.

HOLDINGS

1. Default judgment should be entered because Defendants failed to plead or otherwise defend, Powell would be prejudiced without judgment, Defendants had not presented a litigable defense, and their failure to respond was deliberate and willful.
2. Powell established entitlement to \$376,500 in damages for payments made to Defendants for the undelivered plant.
3. Powell was entitled to recover the \$405 filing fee but was not entitled to the requested \$2,593.62 in attorney's fees because he identified no legal basis for the fees and submitted no supporting documentation or calculation.

KEY QUOTATIONS

“Although the entry of default judgment is ‘left primarily to the discretion of the district court’, the discretion is not limitless given that cases should ‘be disposed of on the merits whenever practicable.’” (at 2)

“In determining whether to grant a motion for default judgment, a Court must consider three factors: ‘(1) prejudice to the plaintiff if default is denied, (2) whether the defendant appears to have a litigable defense, and (3) whether defendant's delay is due to culpable conduct.’” (at 8)

FACTUAL BACKGROUND

Powell contracted with Tensik and EFSA to design, manufacture, deliver, and set up a new mobile concrete batching plant in Pennsylvania for \$395,000. He paid Defendants \$376,500, but Defendants failed to deliver the new plant after the plant was reportedly damaged during transport and never repaired or delivered. Defendants acknowledged their obligation to reimburse Powell but made no payments and did not defend the federal action.

PROCEDURAL HISTORY

Powell filed a diversity action alleging breach of contract and related claims under Florida law. Defendants waived service but filed no responsive pleading or appearance. After the parties' attempted resolution failed, the

Court entered a stay, the Clerk entered default, and Powell moved for default judgment. The Court granted default judgment in part, awarding \$376,905 and denying the requested attorney's fees.

DISPOSITION

other

CASES CITED

- Hritz v. Woma Corp., 732 F.2d 1178, 1180-1181 (3d Cir. 1984)
- DIRECT, Inc. v. Pepe, 431 F.3d 162, 165 n. 6 (3d Cir.)
- Comdyne I, Inc. v. Corbin, 908 F.2d 1142, 1149 (3d Cir. 1990)
- Chamberlain v. Giampapa, 210 F.3d 154, 164 (3d Cir. 2000)
- United States v. \$55,518.05 in U.S. Currency, 728 F.2d 192, 195 (3d Cir. 1984)
- Tozer v. Charles A. Krause Milling Co., 189 F.2d 242, 244 (3d Cir. 1951)
- Farnese v. Bagnasco, 687 F.2d 761, 764 (3d Cir. 1982)
- Gross v. Stereo Component Sys., Inc., 700 F.2d 120, 123-24 (3d Cir. 1983)
- Chin v. Chrysler, LLC, 538 F.3d 272, 279 (3d Cir. 2008)