

UNITED STATES DISTRICT COURT FOR THE DISTRICT OF NEW JERSEY

Petroleum Marketing Group, Inc. v. Universal Property Services, Inc.
et al.

Petroleum Marketing Group, Inc. v. Universal Property Services, Inc., Civil Action No. 22-2410 (RK) (RLS)
(D.N.J. Feb. 18, 2026) · No. 3:22-cv-02410 · Decided February 18, 2026

SUMMARY

The United States District Court for the District of New Jersey grants in part Petroleum Marketing Group, Inc.'s application for damages, attorney's fees, and costs following default judgments against the defendants. The court awards \$390,516.86 in damages, prejudgment interest, post-judgment interest, and jointly and severally awarded attorney's fees and costs totaling \$223,562.72. The opinion addresses the calculation of damages and interest for conversion, conspiracy, and breach of an implied agreement claims.

CASE DETAILS

COURT	United States District Court for the District of New Jersey
WRITING FOR THE COURT	Robert Kirsch
JURISDICTION	United States District Court for the District of New Jersey
DECIDED	February 18, 2026
DOCKET	3:22-cv-02410
DISPOSITION	other
PROCEDURAL POSTURE	Plaintiff petitioned for damages, prejudgment interest, post-judgment interest, attorney's fees, and costs after the Court adopted a magistrate judge's Report and Recommendation and entered default judgments against the defendants on conversion, conspiracy, and breach-of-implied-agreement claims.
STANDARD OF REVIEW	The Court determined damages from the documentary evidence and affidavits because the damages were a sum certain or could be made certain by computation. It reviewed the reasonableness of attorney's fees and costs under the lodestar methodology.
PRECEDENTIAL VALUE	nonprecedential

TOPICS

default judgment

prejudgment interest

attorney fees

costs

civil procedure

PRACTICE AREAS

civil procedure

commercial litigation

contracts

remedies

QUESTIONS PRESENTED

1. Whether Plaintiff established damages through affidavits and documentary evidence without a further evidentiary hearing.
2. Whether Plaintiff was entitled to prejudgment interest on the implied-agreement, conversion, and conspiracy claims, and when that interest began to accrue.
3. Whether Plaintiff was entitled to post-judgment interest under 28 U.S.C. § 1961(a).
4. Whether Plaintiff established reasonable attorney's fees and litigation costs under the lodestar methodology.

HOLDINGS

1. A further evidentiary inquiry was unnecessary because Plaintiff's damages were a sum certain or could be made certain by computation, and Plaintiff's affidavits and documentary evidence adequately established damages of \$390,516.86.
2. Prejudgment interest was appropriate on the implied-agreement claim against Universal and Kazmi to compensate Plaintiff for the lost use of money during the litigation, calculated from the filing of the complaint through February 18, 2026, for a total of \$40,517.46.
3. Prejudgment interest was required on the conversion and conspiracy claims against MR3 and Orbit under New Jersey Court Rule 4:42-11(b), accruing on February 10, 2022, six months after the tort claims arose.
4. Plaintiff was entitled to post-judgment interest as a matter of law on the \$390,516.86 damages award and the \$223,562.72 fee-and-cost award, calculated under 28 U.S.C. § 1961(a) from entry of judgment.
5. Plaintiff established entitlement to \$222,547.50 in attorney's fees and \$1,015.22 in costs, for a combined award of \$223,562.72, jointly and severally payable by Defendants.

KEY QUOTATIONS

“Because the Court concludes that Plaintiff's damages are for a “sum certain or for a sum which can by computation be made certain, a further evidentiary inquiry is not necessary and [the Court] may enter final judgment.”” (Fed. R. Civ. P. 55(b))

“post-judgment interest is awarded by statute as a matter of law so it is automatically added, whether or not the district court orders it.” (28 U.S.C. § 1961(a))

“The most useful starting point for determining the amount of a reasonable fee is the number of hours reasonably expended on the litigation multiplied by a reasonable hourly rate,” (Hensley, 461 U.S. at 433)

FACTUAL BACKGROUND

Universal took 231,246 gallons of Petroleum Marketing Group's petroleum between August 1 and August 10, 2021. The value of the petroleum was \$667,516.86, against which Universal made a \$177,000 partial payment and provided a \$100,000 security deposit. Plaintiff supported its damages and fee request with sworn declarations, an accounts-receivable transaction report, legal invoices, and time entries.

PROCEDURAL HISTORY

The Court previously adopted Magistrate Judge Rukhsanah L. Singh's Report and Recommendation, granting default judgment against MR3 Logistics, LLC and Orbit Freight Lines, LLC on conversion and conspiracy claims and against Universal Property Services, Inc. and Shamikh Kazmi on a breach-of-implied-agreement claim. The Court also granted Plaintiff's request for reasonable attorney's fees and costs and directed Plaintiff to submit proof of damages and a fee application. No defendant opposed the resulting petition. The Court granted the petition in part and directed that an accompanying Order and Judgment be entered.

DISPOSITION

other

CASES CITED

- *Trucking Emps. of N.J. Welfare Fund, Inc. v. Moskowitz Motor Transp., Inc.*, No. 05-5606, 2007 WL 608436, at *3 (D.N.J. Feb. 23, 2007)
- *Doe v. Simone*, No. 12-5825, 2013 WL 3772532, at *3 (D.N.J. July 17, 2013)
- *U.S. for Use of Colo. Custom Rock Corp. v. G&C Fab-Con, LLC*, No. 20-2968, 2024 WL 4356306, at *12-*16 (D.N.J. Oct. 1, 2024), *aff'd*, No. 24-3053, 2025 WL 3090745 (3d Cir. Nov. 5, 2025)
- *Gleason v. Norwest Mortg., Inc.*, 253 F. App'x 198, 203-04 (3d Cir. 2007)
- *County of Essex v. First Union Nat'l Bank*, 891 A.2d 600, 608 (N.J. 2006)
- *In re Estate of Lash*, 776 A.2d 765, 773 (N.J. 2001)
- *Rova Farms Resort, Inc. v. Investors Ins. Co.*, 323 A.2d 495, 512 (N.J. 1974)
- *Kerns v. Logicworks Sys. Corp.*, No. 12-4146, 2015 WL 4548733, at *2 (D.N.J. July 28, 2015)
- *Pitchford v. PEPI, Inc.*, 531 F.2d 92, 109 (3d Cir. 1976)
- *Dunn v. HOVIC*, 13 F.3d 58, 62 (3d Cir. 1994)
- *Tinsley v. Sea-Land Corp.*, 979 F.2d 1382, 1384 (9th Cir. 1992) (*per curiam*)
- *Hensley v. Eckerhart*, 461 U.S. 424, 433 (1983)
- *United Auto. Workers Loc. 259 Soc. Sec. Dep't v. Metro Auto Ctr.*, 501 F.3d 283, 290-91 (3d Cir. 2007)
- *Evans v. Port Auth. of N.Y. & N.J.*, 273 F.3d 346, 361 (3d Cir. 2001)
- *Eaves v. County of Cape May*, 239 F.3d 527, 542 (3d Cir. 2001)

OPINION

Petroleum Marketing Group, Inc. v. Universal Property Services, Inc. et al.

PER CURIAM.

NOT FOR PUBLICATION

UNITED STATES DISTRICT COURT

DISTRICT OF NEW JERSEY

PETROLEUM MARKETING GROUP,

INC.,

Plaintiff, Civil Action No. 22-2410 (RK) (RLS)

v. MEMORANDUM OPINION

UNIVERSAL PROPERTY SERVICES,

INC. et al., Defendants. KIRSCH, District Judge THIS MATTER comes before the Court upon Plaintiff Petroleum Marketing Group, Inc.'s ('Plaintiff') Application/Petition on Damages and Application for Costs and Attorney's Fees. ("Petition" or "Pet.," ECF No. 157.) Plaintiff filed its Petition in response to the Court's Memorandum Order adopting a Report and Recommendation ("R&R") issued by the Honorable Rukhsanah L. Singh, U.S.M.J. (ECF Nos. 154, 156.) As is relevant to Plaintiffs Petition, the Court adopted Judge Singh's recommendation to grant (1) default judgment against Defendants MR3 Logistics, LLC ("MR3") and Orbit Freight Lines, LLC ("Orbit") with respect to Plaintiffs claims for conversion and conspiracy, (2) default judgment against Defendants Universal Property Services, Inc. ("Universal") and Shamikh Kazmi ("Kazmi") with respect to Plaintiff's claim for breach of an implied agreement, and (3) Plaintiffs request for reasonable attorney's fees and costs. (ECF No. 156 at 5.) The Court ordered Plaintiff to "submit proofs as to damages as well as an application for reasonable costs and attorney's fees." Id.) No Defendant has opposed. Because the Court concludes that Plaintiff's damages are for a "sum certain or for a sum which can by computation be made certain, a further evidentiary inquiry is not necessary and [the Court] may enter final judgment." *Trucking Emps. of N.J. Welfare Fund, Inc. v. Moskowitz Motor Transp., Inc.*, No. 05-5606, 2007 WL 608436, at *3 (D.N.J. Feb. 23, 2007) (internal quotation marks omitted) (quoting Fed. R. Civ. P. 55(b)). Plaintiff's Petition includes sufficient "detailed affidavits and documentary evidence" to support Plaintiff's claim for damages. *Doe v. Simone*, No. 12-5825, 2013 WL 3772532, at *3 (D.N.J. July 17, 2013) (citation omitted). Specifically, Plaintiff has supported its claim for damages and attorney's fees with (1) a sworn declaration from its Treasurer Grace Garcia, ("Garcia Decl.," ECF No. 157-1 at 2—5), (2) a detailed "AR Transaction Report" for Plaintiff's transactions with Universal, ("AR Report," ECF No. 157-1 at 7), and (3) a sworn declaration from one of Plaintiff's attorneys of record Kyle M. Elliot, to which Elliot attached extensive legal invoices and time entries related to his firm's work on this matter, ("Elliot Decl.," ECF No. 157-2). Based on Plaintiff's submissions, the Court first concludes that Plaintiff has adequately established damages totaling \$390,516.86. (See Garcia Decl. {§ 6-8; AR Report.}) This amount equates to the value of the 231,246 gallons of petroleum Universal took from Plaintiff between August 1 to August 10,

2021, \$667,516.86, less Universal’s \$177,000 partial payment and its \$100,000 security deposit.’ (Garcia Decl. {J 6-8; AR Report; ECF No. 1 9956, 72.) Plaintiff has also adequately established entitlement to the following pre-judgment interest. “Because pre-judgment interest is a procedural question of law and no federal law or rule governs ’ Plaintiff asserts that the combination of these three amounts—essentially \$667,516.86 minus \$277,000— equals \$390,716.86 rather than \$390,516.86. (Pet. at 3; Garcia Decl. { 10.) This \$200 discrepancy, which Plaintiff does not explain and appears to be a mere calculation error, does not affect the Court’s ability to compute Plaintiffs damages with certainty based on Plaintiffs submitted evidence. See *Trucking Emps. of N.J. Welfare Fund, Inc.*, 2007 WL 608436, at *3. the issue, the law of the forum—New Jersey law—applies here.” *U.S. for Use of Colo. Custom Rock Corp. v. G&C Fab-Con, LLC*, No. 20-2968, 2024 WL 4356306, at *12 (D.N.J. Oct. 1, 2024) (citing *Gleason v. Norwest Mortg., Inc.*, 253 F. App’x 198, 203-04 (3d Cir. 2007)), *aff’d*, No. 24- 3053, 2025 WL 3090745 (3d Cir. Nov. 5, 2025). Per the New Jersey Rules of Court, the Court “shall, in tort actions, . . . include in the judgment simple interest . . . from the date of the institution of the action or from a date 6 months after the date the cause of action arises, whichever is later.” N.J. Ct. R. 4:42-11(b). For contractual and related equitable claims, “[t]he allowance of prejudgment interest is a matter of discretion for the trial court,” and covers the “period during which the defendant had the benefit of monies to which the plaintiff is found to have been earlier entitled.” *County of Essex v. First Union Nat’l Bank*, 891 A.2d 600, 608 (N.J. 2006) (first citing *In re Est. of Lash*, 776 A.2d 765, 773 (N.J. 2001); then quoting *Rova Farms Resort, Inc. v. Invs. Ins. Co.*, 323 A.2d 495, 512 (N.J. 1974)). Typically, this pre-judgment interest accrual date for breach of contract claims is the date the plaintiff files its complaint. See, e.g., *Colo. Custom Rock Corp.*, 2024 WL 4356306, at *16 (collecting cases). For both tort and contract claims, New Jersey Court Rules provide that pre-judgment interest should be calculated based on the rate set by the “State of New Jersey Cash Management Fund (State accounts) as reported by the Division of Investment in the Department of the Treasury.” *Id.* at *15; see N.J. Ct. R. 4:42-11(a)qau, -11(b); *Post-Judgment and Pre-Judgment Interest Rates*, NJ. Courts (Jan. 23, 2026), <https://www.njcourts.gov/sites/default/files/courts/civil/postprejudgmentrates.pdf>. First, for Universal and Kazmi, against whom the Court granted default judgment for Plaintiff’s breach of an implied agreement claim, the Court concludes that pre-judgment interest is appropriate to compensate Plaintiff “for lost use of money during the pendency of the litigation.” *Colo. Custom Rock Corp.*, 2024 WL 4356306, at *13 (cleaned up) (quoting *Kerns v. Logicworks Sys. Corp.*, No. 12-4146, 2015 WL 4548733, at *2 (D.N.J. July 28, 2015)). Based on Plaintiff’s filing of the Complaint on October 26, 2021 and the Court’s Order and Judgment today, February 18, 2026, Plaintiff is entitled to a total of \$40,517.46 in pre-judgment interest from Universal and Kazmi:

Year	Annual Cash	Judgment Per Diem	Days	Pre-Judgment Management Interest Owed
2021	\$390,516.86	\$16.05	8	\$1,059.21
2022	\$390,516.86	\$2.67		\$976.29
2023	\$390,516.86	\$2.67		\$976.29
2024	\$390,516.86	\$37.34		\$13,668.09
2025	\$390,516.86	\$58.85		\$21,478.43
2026	\$390,516.86	\$48.15		\$2,359.15

Second, for MR3 and Orbit, against whom the

Court granted default judgment on the conversion and conspiracy claims, pre-judgment interest is required as a matter of New Jersey law. See N.J. Ct. R. 4:42-11(b). However, unlike the discussed implied agreement claim, this pre-judgment interest began to accrue later: “6 months after [Plaintiffs] cause of action ar[ose].”? Id. Because Plaintiff's tort claims against MR3 and Orbit arose when Universal fully removed Plaintiff's petroleum on August 10, 2021, Plaintiff's pre-judgment interest for its tort claims As discussed hereinabove, the New Jersey Court Rule specifies that pre-judgment interest begins to accrue on the later of “the date of the institution of the action or from a date 6 months after the date the cause of action arises.” N.J. Ct. R. 4:42-11(b). Here, Plaintiff initiated this action on October 26, 2021. (ECF No. 1.) This makes six months after the accrual of Plaintiffs clatms—February 10, 2022—the “later” date under the rule. against MR3 and Orbit began to accrue on February 10, 2022. (ECF No. 1 | 56.) Accordingly, based on the Court's Order and Judgment today, February 18, 2026, MR3 and Orbit are jointly and severally liable for only \$39,348.59 of Plaintiff's total pre-judgment interest award of \$40,517.46, as calculated hereinabove: Management Interest Owed Fund Rate Pursuant to 28 U.S.C. § 1961(a), “post-judgment interest is awarded by statute as a matter of law so it 1s automatically added, whether or not the district court orders it.” *Dunn v. HOVIC*, 13 F.3d 58, 62 (3d Cir. 1993); see also *Tinsley v. Sea-Land Corp.*, 979 F.2d 1382, 1384 (9th Cir. 1992) (per curiam) (“[Post-judgment interest] accrues from the date of a judgment whether or not the judgment expressly includes it, because such interest follows as a legal incident from the statute providing for it.” Gnternal quotation marks omitted)). This interest is calculated “at a rate equal to the weekly average 1-year constant maturity Treasury yield, as published by the Board of Governors of the Federal Reserve System, for the calendar week preceding the date of the judgment.” 28 U.S.C. § 1961 (a). For the week of February 9, 2026, the week preceding the Court's Judgment, that rate is 3.43%. Selected Interest Rates (Daily) — H.15, Bd. of Governors of the Fed. > Plaintiff, of course, may not recover both amounts of pre-judgment interest for both sets of claims. See, e.g., *Pitchford v. PEPI, Inc.*, 531 F.2d 92, 109 (3d Cir. 1975) (“[A] plaintiff cannot recover its loss more than once.”). Rsrv. Sys. (Feb. 18, 2026), <https://www.federalreserve.gov/releases/h15/#>. Accordingly, Plaintiff is entitled to post-judgment interest on its \$390,516.86 damage award consistent with this rate beginning from the entry of today's Order and Judgment. Finally, the Court concludes that Plaintiff has provided sufficient evidence that it is reasonably entitled to \$222,547.50 in attorney's fees and \$1,015.22 in costs, totaling \$223,562.72, in connection with Plaintiff's counsel's work “associated with Defendants' and Defendants' counsel's failures” to comply with its assorted litigation obligations. (ECF No. 154 at 32.) “The most useful starting point for determining the amount of a reasonable fee is the number of hours reasonably expended on the litigation multiplied by a reasonable hourly rate,” *Hensley v. Eckerhart*, 461 U.S. 424, 433 (1983), or the “lodestar calculation,” *United Auto. Workers Loc. 259 Soc. Sec. Dep't v. Metro Auto Ctr.*, 501 F.3d 283, 290 (3d Cir. 2007). To support a claim for fees, the requesting party must provide “fairly definite information” about the fees at issue. Id. at 291 (quoting *Evans v. Port Auth. of N.Y. & N.J.*, 273 F.3d 346, 361 (3d Cir. 2001)).

Plaintiff's counsel's submissions provide sufficiently definite information about the attorney's fees and costs Plaintiff incurred in response to Defendants' and Defendants' counsel's litigation malfeasance, beginning with work on the parties' joint status letter in April 2023. (ECF No. 99; Elliot Decl. at 12.)* The Court concludes that the hourly rates of the five Elliot Greenleaf, P.C. attorneys and paralegals and the 502 hours expended in connection with this case over more than two-and-a-half years of litigation were both reasonable. (Elliot Decl. at 8-9.) While the Court notes that attorney's fees in excess of \$200,000 on a judgment which is less than \$400,000 might arguably appear excessive, it was the Defendants' serial flouting of Court orders and the Federal 4 The Court cites to the ECF PDF page number of the Elliot Declaration so as to avoid confusion related to the included invoice page numbers. Rules of Civil Procedure that significantly protracted the litigation and required Plaintiffs counsel to expend substantial time and resources due to Defendants' lack of cooperation and malfeasance. (See ECF No. 154 at 2-7.) The Court also concludes that Plaintiff's counsel's incurred costs of \$1,015.22—covering service, filing, and copying costs—were likewise reasonable. (Id. at 9.) Accordingly, the Court approves Plaintiff's application for costs and fees and Defendants shall be jointly and severally liable for the combined amount of \$223,562.72. The Court also awards post- judgment interest on this amount consistent with 28 U.S.C. § 1961(a) beginning from its entry of judgment. *Eaves v. County of Cape May*, 239 F.3d 527, 542 (3d Cir. 2001).

CONCLUSION

Accordingly, Plaintiff's Petition is GRANTED IN PART. An accompanying Order and Judgment will accompany this Memorandum Opinion. a . } \ RoperTKIRScH

UNITED STATES DISTRICT JUDGE

Dated: February a 2026