

UNITED STATES DISTRICT COURT FOR THE NORTHERN DISTRICT OF
CALIFORNIA

Stellantis Financial Services, Inc. v. Michael Winding

Stellantis Financial Services v. Winding · No. 25-cv-02907-PCP · Decided January 12, 2026

SUMMARY

The United States District Court for the Northern District of California granted Stellantis Financial Services, Inc.’s motion for default judgment against Michael Winding. The court found that it had subject-matter and personal jurisdiction, that service was proper, and that the Eitel factors supported default judgment on Stellantis’s breach-of-guaranty claim. The court awarded \$481,865.64 in damages, including prejudgment interest, and granted leave to seek additional attorney’s fees and costs.

CASE DETAILS

COURT	United States District Court for the Northern District of California
WRITING FOR THE COURT	P. Casey Pitts
JURISDICTION	United States District Court for the Northern District of California
DECIDED	January 12, 2026
DOCKET	25-cv-02907-PCP
DISPOSITION	other
PROCEDURAL POSTURE	Plaintiff moved for default judgment after the Clerk entered default against defendant, who had not appeared. The Court had previously deferred ruling on the motion and ordered supplemental evidence concerning service and diversity jurisdiction.
STANDARD OF REVIEW	Entry of default judgment is committed to the district court's discretion. The court must also independently determine subject-matter jurisdiction, personal jurisdiction, and adequacy of service before entering judgment.
PRECEDENTIAL VALUE	unpublished district court order
PARTIES	Stellantis Financial Services, Inc. v. Michael Winding

TOPICS

- default judgment
- service of process
- subject matter jurisdiction
- personal jurisdiction
- breach of contract

PRACTICE AREAS

civil procedure

contracts

commercial litigation

remedies

QUESTIONS PRESENTED

1. Whether the Court had subject-matter jurisdiction based on complete diversity and the amount in controversy.
2. Whether the Court had personal jurisdiction over Winding under the guaranty's consent-to-jurisdiction provision.
3. Whether service of process on an individual named Michael Winding in Missouri City, Texas was adequate.
4. Whether the Eitel factors supported entry of default judgment.
5. Whether Stellantis proved entitlement to breach-of-guaranty damages and prejudgment interest.

HOLDINGS

1. The Court had diversity jurisdiction because Stellantis was a Texas citizen, Winding was established to be a California citizen for diversity purposes, and the amount in controversy exceeded \$75,000.
2. The Court had personal jurisdiction over Winding because the guaranty contained his consent to jurisdiction in the federal and state courts of the state in which he resides, and the claims arose from the guaranty.
3. Service was proper because Stellantis personally served an individual named Michael Winding in Missouri City, Texas, and supplemental evidence showed that the served individual was almost certainly the defendant.
4. The Eitel factors supported entry of default judgment against Winding.
5. Stellantis established its breach-of-guaranty claim and was entitled to recover \$468,621.99 in breach-of-contract damages plus \$13,243.65 in prejudgment interest.

KEY QUOTATIONS

“The Eitel factors support entering default judgment against Winding.” (at 6)

“For the foregoing reasons, Stellantis’s motion for default judgment is GRANTED.” (at 9)

FACTUAL BACKGROUND

Stellantis and WindingMakia Automotive Group II, LLC entered a Master Loan and Security Agreement under which Stellantis provided floorplan financing secured by inventory and other assets. Michael Winding executed a continuing, unlimited guaranty making him primarily and jointly and severally liable for WindingMakia's obligations. After WindingMakia defaulted, Stellantis sold the collateral, but a deficiency remained; Winding failed to pay after demand and did not appear in the action. Supplemental evidence showed that Winding identified a California home as his primary residence and a Texas home as a vacation home, and that the person served in Texas was almost certainly the defendant.

PROCEDURAL HISTORY

Stellantis filed a diversity action on March 28, 2025, seeking recovery under a guaranty for obligations owed by WindingMakia Automotive Group II, LLC. After service on an individual named Michael Winding in Missouri City, Texas, Winding failed to appear, and the Clerk entered default on July 14, 2025. The Court initially deferred default judgment because the record did not establish that the person served was the defendant and raised a question regarding Winding's state citizenship. Stellantis submitted supplemental briefing and evidence, after which the Court granted default judgment and awarded damages, while allowing a later motion for additional attorney's fees and costs.

DISPOSITION

other

CASES CITED

- Fair Housing of Marin v. Combs, 285 F.3d 899, 906 (9th Cir. 2002)
- Aldabe v. Aldabe, 616 F.2d 1089, 1092 (9th Cir. 1980)
- Eitel v. McCool, 782 F.2d 1470, 1471-72 (9th Cir. 1986)
- In re Tuli, 172 F.3d 707, 712 (9th Cir. 1999)
- Innovative Sports Management, Inc. v. Nunez, No. 22-cv-07136-JSC, 2023 WL 4551069, at *2 (N.D. Cal. July 13, 2023)
- Kunts v. Lamar Corp., 385 F.3d 1177, 1181-82 (9th Cir. 2004)
- Kanter v. Warner-Lambert Co., 265 F.3d 853, 857 (9th Cir. 2001)
- Wasserman v. W.D. Smith Constr., Inc., No. CV 14-5705 PSG (SHX), 2014 WL 12696777, at *4 (C.D. Cal. Dec. 4, 2014)
- Dow Chem. Co. v. Calderon, 422 F.3d 827, 831 (9th Cir. 2005)
- Chan v. Soc'y Expeditions, Inc., 39 F.3d 1398, 1406-1407 (9th Cir. 1994)
- Pepsico, Inc. v. Cal. Sec. Cans, 238 F. Supp. 2d 1172, 1177 (C.D. Cal. 2002)
- Buschman v. Anesthesia Bus. Consultants LLC, 42 F. Supp. 3d 1244, 1250 (N.D. Cal. 2014)
- CDF Firefighters v. Maldonado, 158 Cal. App. 4th 1226, 1239 (2008)
- NewGen, LLC v. Safe Cig, LLC, 840 F.3d 606, 617 (9th Cir. 2016)
- Lewis Jorge Constr. Mgmt., Inc. v. Pomona Unified Sch. Dist., 34 Cal. 4th 960, 967-68 (2004)
- W. Air Charter, Inc. v. Schembari, No. CV-17420, 2019 WL 6998789, at *2 (C.D. Cal. Mar. 7, 2019)
- Fireman's Fund Ins. Co. v. Allstate Ins. Co., 234 Cal. App. 3d 1154 (1991)
- Marine Terminals Corp. v. Paceco, Inc., 145 Cal. App. 3d 991, 995-96 (1983)

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