

UNITED STATES DISTRICT COURT FOR THE EASTERN DISTRICT OF
CALIFORNIA

BASF Corporation v. Dougan

BASF Corp. v. Dougan · No. 1:24-cv-01115 JLT CDB · Decided May 7, 2025

SUMMARY

The United States District Court for the Eastern District of California adopted the magistrate judge’s findings and recommendations and granted BASF Corporation’s motion for default judgment on its breach of contract claims. The court denied relief on the unjust enrichment and declaratory relief claims and awarded BASF \$179,895.62 in liquidated damages against the defendants.

CASE DETAILS

COURT	United States District Court for the Eastern District of California
WRITING FOR THE COURT	Jennifer L. Thurston
JURISDICTION	United States District Court for the Eastern District of California
DECIDED	May 7, 2025
DOCKET	1:24-cv-01115 JLT CDB
DISPOSITION	other
PROCEDURAL POSTURE	Plaintiff moved for default judgment after Defendants failed to appear and default was entered. The magistrate judge issued findings and recommendations, and the district court conducted de novo review after no party filed objections.
STANDARD OF REVIEW	De novo review under 28 U.S.C. § 636(b)(1)(C) of the magistrate judge’s findings and recommendations.
PRECEDENTIAL VALUE	unpublished district court order

TOPICS

- default judgment
- breach of contract
- liquidated damages
- unjust enrichment
- declaratory judgment

PRACTICE AREAS

- civil procedure
- contracts
- remedies
- commercial litigation

QUESTIONS PRESENTED

1. Whether default judgment should be entered on BASF's breach-of-contract claims.
2. Whether default judgment should be entered on BASF's unjust-enrichment claims where an enforceable written contract governs the same subject matter.
3. Whether declaratory relief was warranted.
4. Whether BASF was entitled to \$179,895.62 in liquidated damages.

HOLDINGS

1. Default judgment was warranted on BASF's breach-of-contract claims because service was adequate, Defendants failed to appear or oppose the motion, the Eitel factors supported judgment, the complaint sufficiently alleged breach, and no factual dispute precluded judgment.
2. Default judgment was denied on the unjust-enrichment claims because California law does not permit a standalone unjust-enrichment cause of action where an enforceable written contract governs the same subject matter.
3. Default judgment was denied on the declaratory-relief claims because BASF did not demonstrate that declaratory relief would serve a useful purpose or settle any unresolved legal issues.
4. BASF was awarded \$179,895.62 in liquidated damages against Defendants.

FACTUAL BACKGROUND

BASF's claims arose from a written contractual agreement with Isa S. Dougan, individually and doing business as United Collision. Defendants allegedly breached the agreement, did not appear in the action, and did not oppose the motion for default judgment despite being served. The court awarded BASF \$179,895.62 in liquidated damages under the contract.

PROCEDURAL HISTORY

BASF Corporation sued Isa S. Dougan, individually and doing business as United Collision, and others for breach of contract, unjust enrichment, and declaratory relief. Defendants did not appear, and default was entered on November 13, 2024. The magistrate judge recommended granting default judgment on the breach-of-contract claims, denying it on the unjust-enrichment and declaratory-relief claims, and awarding \$179,895.62 in liquidated damages. The district court adopted the findings and recommendations in full, granted and denied the motion in accordance with those recommendations, awarded the liquidated damages, and closed the case.

DISPOSITION

other

CASES CITED

- Wilkerson v. Wheeler, 772 F.3d 834, 839 (9th Cir. 2014)

