

**IN THE UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF PENNSYLVANIA**

ERIC DOLTZ : CIVIL ACTION
v. :
HARRIS & ASSOCIATES GROOVING, INC. : NO. 05-5958

MEMORANDUM

Baylson, J.

February 15, 2006

The parties in this case were before this Court in a prior case, C.A. No. 01-5458, in which the Plaintiff in this case was also the Plaintiff in the prior case, and the Defendant in this case was also the Defendant in the prior case. The prior case was settled and concluded pursuant to a signed "Compromise and Settlement Agreement" dated December 1, 2003.

In the present case, Plaintiff contends that only one of several payments was made by the Defendant pursuant to the Compromise and Settlement Agreement and that the Defendant violated that agreement by failure to make additional required payments, and seeks judgment in the amount of money owed, \$663,860 plus interest, costs of this action and reasonable attorneys fees (which are provided for in the Compromise and Settlement Agreement).

Following the filing of this action, on November 14, 2005, the Defendant was served but failed to answer within the requisite time. A default was entered on December 20, 2005. On December 22, 2005, the Defendant, representing itself pro se, filed a Motion to Enlarge Time (Doc. No. 5) and a Motion to Transfer Venue for Forum Non Conveniens (Doc. No. 6). A Motion to Set Aside the Clerk's Default was filed on January 10, 2006. However, all of the

Defendant's motions are a nullity because Defendant is a corporation and cannot represent itself; it must be represented by counsel.

None of Defendant's motions are accompanied by a memorandum of law, as required by local rules.

This Court will not reach the merits of Defendant's Motion to Transfer Venue for Forum Non Conveniens, but notes the Defendant does not deny that it is subject to jurisdiction and venue in Pennsylvania.

An appropriate Order follows.

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ORDER

AND NOW, this 15th day of February, 2006, it is hereby ORDERED as follows:

1. Defendant's Motion to Enlarge Time (Doc. No. 5), Defendant's Motion to Transfer Venue for Forum Non Conveniens (Doc. No. 6), and Defendant's Motion to Set Aside Clerk's Default (Doc. No. 9) are all stricken for Defendant corporation's failure to be represented by counsel.
2. The Court will hold a hearing for assessment of damages and other relief on February 23, 2006 at 4:00 p.m. in Courtroom 3B. At the hearing, the Court will consider Plaintiff's request for a default judgment, interest and attorneys fees, which shall be specified and based on the number of hours and a reasonable rate.

BY THE COURT:

s/Michael M. Baylson

Michael M. Baylson, U.S.D.C.