

IN THE UNITED STATES DISTRICT COURT  
FOR THE WESTERN DISTRICT OF WISCONSIN

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UNITED STATES OF AMERICA,

Plaintiff,

v.

OPINION AND ORDER

13-cv-538-wmc

DARREN DAVID MELLUM, DAVID W.  
AND BARBARA E. MELLUM, and  
CATERPILLAR FINANCIAL SERVICES,  
CORP.,

Defendants.

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Before the court is the United States of America's second motion for default judgment against defendants Darren David Mellum, David W. Mellum, Barbara E. Mellum and supporting materials. (Dkt. ##18-23.) The court previously granted in part and denied in part plaintiff's first motion for default judgment, noting certain evidence which was lacking in support of plaintiff's damages claim. (Dkt. #17.) The court invited a second motion and set a response date on that motion. None of the defendants responded to plaintiff's second motion.

In plaintiff's most recent submission, the government demonstrates to the court's satisfaction that: (1) defendant Darren Mellum owes \$54,246.83 on loans secured through the Farm Service Agency (Declaration of Douglas Lund (dkt. #20); *id.*, Ex. A (dkt. #20-1)); and (2) plaintiff has a secured interest in *all* of the items listed in Attachment B to plaintiff's proposed findings of facts and conclusions of law (Declaration of Jeffrey J. Gruetzmacher (dkt. #21) ¶ 5; *id.*, Ex. B (dkt. #21-2) (listing 1 Tractor (4 wd), manufactured by Case, type 2670, serial no. 10026591 and cattle on the

appraisal of chattel property)). In addition to this evidence, the government also submitted an affidavit demonstrating its cost of \$63.47 for service of process on defendant Caterpillar Financial Services Corp. (Declaration of Barbara L. Oswald (dkt. #19) ¶ 2.) Despite being given ample time to do so, defendants have filed no objection to this additional evidence, nor to the government's amended prayer for relief.

Accordingly, the court amends its original findings of facts and conclusions of law as follows,

#### FINDINGS OF FACTS AND CONCLUSIONS OF LAW

1) Darren David Mellum waived service of the summons and complaint in the above action, and the signed waiver form has been filed with the Court, as set forth in the Declaration of Barbara L. Oswald, Assistant United States Attorney, Office of the United States Attorney, on file herein; the time for answering the complaint has expired; no motion, answer or other response or appearance has been served on or received by plaintiff's attorney or the court from or made by Darren David Mellum; and the Clerk of Court has duly entered the default of said defendant.

2) David W. Mellum waived service of the summons and complaint in the above action, and the signed waiver form has been filed with the Court, as set forth in the Declaration of Barbara L. Oswald, Assistant United States Attorney, Office of the United States Attorney, on file herein; the time for answering the complaint has expired; no motion, answer or other response or appearance has been served on or received by

plaintiff's attorney or the court from or made by David W. Mellum; and the Clerk of Court has duly entered the default of said defendant.

3) Barbara E. Mellum waived service of the summons and complaint in the above action, and the signed waiver form has been filed with the Court, as set forth in the Declaration of Barbara L. Oswald, Assistant United States Attorney, Office of the United States Attorney, on file herein; the time for answering the complaint has expired; no motion, answer or other response or appearance has been served on or received by plaintiff's attorney or the court from or made by Barbara E. Mellum; and the Clerk of Court has duly entered the default of said defendant.

4) Caterpillar Financial Services was served with a summons and complaint in the above action by the United States Marshals, and the completed USM-285 has been filed with the Court, as set forth in the Declaration of Barbara L. Oswald, Assistant United States Attorney, Office of the United States Attorney, on file herein; the time for answering the complaint has expired; no motion, answer or other response or appearance has been served on or received by Plaintiff's attorney or the court from or made by Caterpillar Financial Services; and the Clerk of Court has duly entered the default of said defendant.

5) Plaintiff is entitled to recover from defendant Darren Mellum the sum of \$54,310.30.

6) Plaintiff is entitled to immediate possession of the items of security on which Farm Service Agency has a security interest, set out in Attachment B to plaintiff's

proposed findings of facts and conclusions of law (dkt. #23-2), which is also attached to this order for ease of reference.

7) Plaintiff is entitled to judgment of foreclosure and sale in the usual form on the property identified in ¶ 6.

8) The items of security described in ¶ 6 may be sold individually or as a whole at a public or private sale.

9) Sale of the items of security described in ¶ 6 shall be conducted by or under the direction of the United States Marshal for the Western District of Wisconsin or the Farm Service Agency.

10) Defendants and all their heirs, and all persons claiming under them, shall be forever barred and foreclosed of all right, title, interest, and equity of redemption in said items of security so sold.

#### ORDER

IT IS ORDERED that:

- 1) plaintiff the United States of America's second motion for default judgment is GRANTED; and
- 2) the clerk of court shall enter judgment in favor of plaintiff consistent with this order and close this case.

Entered this 7th day of May, 2014.

BY THE COURT:

/s/

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WILLIAM M. CONLEY  
District Judge