IN THE DISTRICT COURT FOR THE STATE OF ALASKA AT _____

_____
_____, Plaintiff(s)

_____
_____, Defendant(s) Case No: _____

DEFAULT AFFIDAVIT AND REQUEST FOR JUDGMENT

I request a default judgment. I do solemnly swear or affirm that the facts set out below are true upon my good faith belief after a diligent inquiry (reasonable search):

1. It has been more than 20 days (40 days if served outside the US) since the summons and complaint were served on _____ *[name]*.
2. ☐ I already filed proof of service on this defendant with the court on _____ *[date]*.
   ☐ I attached an *Affidavit of Service* (form SC-4) with this request.
3. This defendant is not a minor under age 18 and is not incompetent.
4. ☐ This defendant is in the active military service of the United States.
   ☐ I am unable to determine whether this defendant is in the military service.
   ☐ This defendant is not in the active military service of the United States. This knowledge and belief is based on the following facts:
   _____
   _____
   [You may check for military service online at https://scra.dmdc.osd.mil/. Attach a copy of the results from this military website search to this request.]
5. I have ☐ personal knowledge ☐ business records that prove(s) the truth of every essential element of the claim that I made in my complaint.
   ☐ I attached business records that support my claim.
6. The amount I claimed in my complaint (**not** including prejudgment interest or costs) is $_____. Since filing the case, I received payments from this defendant as follows:

Date	Amount	Date	Amount

7. ☐ I request prejudgment interest. I attached (1) a sheet showing my calculations in the format required by the attached instructions, and (2) any required documentation.
8. ☐ I request attorney's fees of $_____. *[Must be reasonable actual attorney's fees **or** 10% of the judgment (whichever is lower) **and** no more than $1,000.]*

_____ _____ _____
Date Signature Print or Type Name (and Title, if Applicable)

Subscribed and sworn to or affirmed before me at _____ on _____

_____
Court clerk, notary public, or other
person authorized to administer oaths
My commission expires: _____

(SEAL)

****See instructions for the REQUIRED service on the next page.****

SERVICE INSTRUCTIONS

You must give a copy of this form (and everything attached to it) to every party in the case, including the defendant you are defaulting. This is called "service."

Use TrueFiling to serve the other party if:

- Both you and the other party are using TrueFiling.
- You are sing TrueFiling and the other party gave their email address to the court.

Use the Certificate of Service below if:

- The other party is not using TrueFiling and did not give their email address to the court.
- TrueFiling is not available - check TrueFiling availability at https://ak-courts.info/tfcourts
- You are exempt from using TrueFiling.

Certificate of Service

I certify on _____ at _____ *[date/time]* I gave a copy of this document **and** any attachments by ☐ mail. ☐ hand-delivery. ☐ TrueFiling. ☐ email. *[You can only use email if the other party provided an email address to the court]*.
I served these people: _____

Signature: _____

See instructions for calculating pre-judgment interest on the next 3 pages.

Only file the first two pages in court. Do not attach these instructions. If you are requesting pre-judgment interest, follow these instructions and attach a new and separate sheet of paper showing your calculations with the form you file in court. If you are **not** asking for pre-judgment interest, you may ignore and discard these instructions.

INSTRUCTIONS FOR CALCULATING PRE-JUDGMENT INTEREST

STEP ONE: Determine Due Date

The due date of the principal amount of money on your claim will be:

In Cases that Don't Involve a Contract (examples include damage to property or personal injury) [See AS 09.30.070(b)]

1. The date agreed upon by the parties; **or**
2. If there is no such agreement, the earlier of:
   a. The date the summons and complaint were served on the defendant; **or**
   b. The date the defendant received written notification that an injury or property damage occurred and that you might bring a claim or file a case.

In Contract Cases

1. The date stated in a written contract or agreement; **or**
2. The date the contract was breached; **or**
3. If there is no written contract or agreement, the date the principal was due (for example, the date an account or debt became payable or the date the parties agreed the debt would be paid) or the date the debtor refuses to pay.
   [See *K & K Recyling, Inc. v. Alaska Gold Co.*, 80 P.3d. 702, 724 (Alaska 2003), *Hoffman v. von Wirth*, 907 P.2d 454, 455 and footnote 2 (Alaska 1995)]

Required: File written documentation with the court showing the date the money became due. Some examples are: a written contract, a payment ledger, an invoice, an affidavit describing the terms of the parties' oral agreement, a copy of a letter to the defendant giving written notification of the claim.

STEP TWO: Determine Interest Rate

If you have a contract or promissory note that states what the interest rate will be, use that rate and attach a copy of your contract or the **original** promissory note. If there is no contract interest rate, the rate is set by either a specific statute or the formula in AS 09.30.070(a).[1] Form ADM-505 (ak-courts.info/adm505) has a list of rates for each year using this statutory formula, as well as some common statutory interest rates that may apply to your case.

STEP THREE: Calculate Interest

Show the court your interest calculations.

See **next page** for the calculations if you have received **no payments** since filing the complaint.

See **last page** for the calculations if you have received **any payments** since filing the complaint.

[1] AS 09.30.070(a) sets the rate at "three percentage points above the 12th Federal Reserve District discount rate in effect on January 2 of the year in which the judgment or decree is entered."

Exceptions: This rate does not apply if: (1) there is a contract that sets a different rate, (2) there is a statute that sets a different rate, or (3) the cause of action accrued before August 7, 1997 (in which case the rate will be 10.5%).

No Payments Received

If you have received **no payments** since filing the complaint, attach a separate sheet showing:

1. The principal amount stated on your complaint (the money you are owed, not including interest, court costs, or attorney fees) and the date it became due.

2. Your calculation of the amount of interest due using the following formula:

Principal Amount	x	Interest Rate	÷	365	x	No. of Days	=	Amount of Interest Due for that Period

   No. of Days means the number of days between the due date of the principal amount and the date you file for default. You can use this online tool to calculate this number: https://www.calculator.net/day-counter.html. Use the "Day Counter" section; do not include the end day.

   Interest Rate means the interest rate you determined in Step 2 on the previous page. Convert this number from a percentage number to a decimal number by moving the decimal point two places to the left. For example: 3.25% → .0325

3. Add the interest to the original principal amount and show the new balance due.

EXAMPLE CALCULATION

The complaint is filed September 15, 2018 claiming $1,000. The money has been due since March 16, 2018. The defendant was served but does not answer the complaint, so on November 22, 2018, the plaintiff files a default affidavit with the following calculations attached:

1. Principal amount and date it became due: $1,000 due March 16, 2018

2.

$1,000 Principal Amount	x	.05* Interest Rate	÷	365 Days in a Year	x	251 No. of Days (between March 16 and November 22)	=	$34.38 Interest Due for That Period

   * This is the interest rate for 2018. Your rate may be different. See Step 2 on the previous page.

3. Principal Amount: $1,000.00
   Pre-judgment Interest: + 34.38
   New Balance Due: $1,034.38

YOUR CALCULATIONS

Due date of principal: _____ (See previous page for required documentation.)

$_____ Principal	x	_____ Interest Rate	÷	365	x	_____ No. of Days	=	_____ Interest Due

If you have received payments since the complaint was filed, see the next page.

Payments Received

If you have **received payments** since filing the complaint, attach a separate sheet showing:

1. The principal amount stated on your complaint (the money you are owed, not including interest, court costs, and attorney's fees) and the date it became due.
2. The date and amount of the defendant's first payment.
3. Your calculation of the amount of interest due between those two dates, using the formula shown in the second text box on the previous page. "No. of Days" means the number of days between the due date of the principal amount and the date of the defendant's first payment. "Interest rate" means the rate you determined from the first page of these instructions.
4. Subtract the interest amount calculated in #3 above from the defendant's first payment. Then subtract the remainder of the defendant's payment from the principal amount owed to you. This is the balance still due.
5. For each additional payment made by the defendant, repeat #1-4 above, except that:
   - "Principal amount" is now the "balance still due" at the end of #4.
   - "Date principal became due" is now the date of the defendant's previous payment.
   - "No. of Days" is the number of days between the previous payment and the one you are currently calculating interest for.
6. Calculate the interest from the date of the defendant's last payment to the date you file for default. Add this to the previous balance due and show the final balance due.

EXAMPLE CALCULATION

1. Principal amount and date it became due: $1,000 due on March 16, 2018
2. The defendant's **first** payment: $100 on September 22, 2018
3. $1,000 (Principal Amount) x .05 (Interest Rate) ÷ 365 (Days in Year) x 190 (No. of Days between 3/16 & 9/22) = $26.03 (Interest Due For That Period)
4. $100.00 (Defendant's Payment) – $26.03 (Interest Due from #3) = $73.97 (amount to be applied to principal)

   $1,000.00 (Principal Amount) – $73.97 (Remainder of Payment) = $926.03 (balance due as of Sept. 22)
5. Defendant's **second** payment: $200 on October 22, 2018

   $926.03 (Balance Due as of 9/22) x .05 (Interest Rate) ÷ 365 (Days in Year) x 30 (No. of Days between 9/22 & 10/22) = $3.81 interest

   $200 Payment – $3.81 Interest = $196.19 (amount to be applied to balance due)

   $926.03 Balance – $196.19 Remaining Payment = $729.84 (balance due as of Oct. 22)
6. Interest from second payment to date of default affidavit (November 22, 2018):

   $729.84 Balance x .05 ÷ 365 x 31 Days = $3.10 Interest

   Previous Balance Due (on 10/22/18): $729.84
   Interest Accrued Since Then: + 3.10
   Current Balance Due (on 11/22/18): $732.94