

UNITED STATES DISTRICT COURT FOR THE DISTRICT OF ARIZONA

Keith Tappe v. Instrulink LLC, et al.

Tappe · No. CV-25-03122-PHX-KML · Decided April 21, 2026

OPINION

Tappe

PER CURIAM.

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6 IN THE UNITED STATES DISTRICT COURT

7 FOR THE DISTRICT OF ARIZONA

8 9 Keith Tappe, No. CV-25-03122-PHX-KML 10 Plaintiff, ORDER 11 v. 12 Instrulink LLC, et
al., 13 Defendants. 14 15 Plaintiff Keith Tappe filed this suit to recover unpaid wages. (Doc. 1.)
Defendants 16 were served but did not appear and their defaults were entered. (Docs. 6-8, 10.)
Plaintiff 17 now seeks default judgment. (Doc. 12.) 18 The court must consider seven factors
when deciding whether to enter default 19 judgment. *Eitel v. McCool*, 782 F.2d 1470, 1471-72
(9th Cir. 1986). The seven factors are: 20 (1) the possibility of prejudice to the plaintiff, (2) the
merits of plaintiff’s substantive claim, (3) the sufficiency of the complaint, (4) the sum of money
21 at stake in the action; (5) the possibility of a dispute concerning material facts; (6) whether the
default was due to excusable neglect, and (7) the strong 22 policy underlying the Federal Rules of
Civil Procedure favoring decisions on the merits. 23 24 *Id.* These factors establish default
judgment is appropriate. 25 1. Possibility of Prejudice 26 The first factor regarding the possibility
of prejudice to plaintiff supports entry of 27 default judgment because if “default judgment is not
granted, plaintiff[] will likely be 28 without other recourse for recovery.” *PepsiCo, Inc. v. Cal.*
Sec. Cans, 238 F. Supp. 2d 1 1172, 1177 (C.D. Cal. 2002). 2 2. Merits of the Claims and
Sufficiency of the Complaint 3 The second and third factors require assessing the merits of
plaintiff’s claims and 4 the sufficiency of his complaint. These factors “are often analyzed
together and require 5 courts to consider whether a plaintiff has state[d] a claim on which [he]
may recover.” 6 *Vietnam Reform Party v. Viet Tan - Vietnam Reform Party*, 416 F. Supp. 3d 948,
962 (N.D.
7 Cal. 2019).

8 Defendant Instrulink LLC is an “industrial plumbing company.” (Doc. 1 at 3.) 9 Defendants
William Robert Doenges and Judith Ann Doenges are the owners of Instrulink. 10 (Doc. 1 at 4.)
From the week of June 23, 2025, to July 18, 2025, plaintiff worked for 11 defendants “performing
manual labor related to industrial plumbing.” (Doc. 1 at 6-7.) For 12 his final workweek,
defendants agreed to compensate plaintiff \$325 per day. (Doc. 1 at 7.) 13 That week plaintiff
worked three shifts of approximately 12 hours. (Doc. 12-1 at 3.) Based 14 on his rate of pay,

plaintiff should have been paid \$975.00. Because defendants did not pay 15 plaintiff anything for his final workweek (Doc. 1 at 7), plaintiff alleges claims under federal 16 and state law for unpaid wages. 17 The complaint contains sufficient factual allegations, accepted as true, to state 18 claims under federal and state law. The second and third default judgment factors support 19 entry of default judgment. 20 3. Amount in Controversy 21 The fourth default judgment factor “requires that the court assess whether the 22 recovery sought is proportional to the harm caused by defendant’s conduct.” *Landstar 23 Ranger, Inc. v. Parth Enterprises, Inc.*, 725 F. Supp. 2d 916, 921 (C.D. Cal. 2010). When 24 a large sum is at stake, this factor may weigh against default judgment. *Curtis v. 25 Illumination Arts, Inc.*, 33 F. Supp. 3d 1200, 1212 (W.D. Wash. 2014). 26 Plaintiff seeks to recover \$2,925, representing “fully trebled, unpaid regular wage 27 damages.” (Doc. 12-1 at 4.) That amount is calculated from the wages owed to plaintiff 28 and the additions permitted by law. The amount therefore is proportional to the harm 1 caused by defendants’ conduct and this factor supports entry of default judgment 2 4. Dispute Over Material Facts 3 The fifth factor is whether there are any disputes over material facts. Defendants’ 4 decision not to respond to the complaint means there are no such disputes. This factor 5 supports entry of default judgment. 6 5. Excusable Neglect 7 Defendants were served but chose not to participate. There is no indication 8 defendants’ behavior is due to excusable neglect. See *Shanghai Automation Instrument Co. 9 v. Kuei*, 194 F. Supp. 2d 995, 1005 (N.D. Cal. 2001) (defendants’ failure to respond to 10 complaint could not “be attributable to excusable neglect” because “[a]ll were properly 11 served with the Complaint, the notice of entry of default, as well as the papers in support 12 of the instant motion.”). This factor supports entry of default judgment. 13 6. Policy Favoring Decisions on the Merits 14 The seventh factor recognizes a preference for resolving matters on their merits. 15 This factor, as always, weighs against entry of default judgment. “However, the mere 16 existence of Fed.R.Civ.P. 55(b) indicates that this preference, standing alone, is not 17 dispositive.” *PepsiCo*, 238 F. Supp. 2d at 1177 (simplified). 18 7. Default Judgment is Merited 19 Viewed together, the seven factors establish default judgment is appropriate. The 20 final issue is the appropriate amount of damages. 21 8. Damages 22 It is plaintiff’s burden to prove the amount of his damages. *Blumenthal Distrib., Inc. 23 v. Comoch Inc.*, 652 F. Supp. 3d 1117, 1131 (C.D. Cal. 2023). For purposes of Arizona’s 24 minimum wage law, plaintiff is owed \$529.20 (\$14.70 multiplied by 36 hours).¹ Arizona 25 law provides that plaintiff’s \$529.20 in unpaid minimum wages should be trebled to 26 \$1,587.60. A.R.S. § 23-364(G). Arizona law separately provides that plaintiff’s unpaid 27 wages of \$975 should be trebled to \$2,925. A.R.S. § 23-355(A). 28 1 The federal minimum wage is lower so it can be ignored. 1 The Arizona Wage Act (“AWA”), A.R.S. § 23-350(3), defines “employer” “much 2|| more narrowly” than the Arizona Minimum Wage Act (‘AMWAY’). *Rosen v. Fasttrak 3|| Foods LLC*, No. CV-19-05292-PHX-DWL, 2021 WL 2981590, at *5 (D. Ariz. July 15, 2021). The AWA’s more narrow definition of “employer” does not “authorize individual liability against the owners, officers, and directors of a corporate employer in a case where 6 || the claim is for the employer’s wholesale failure to pay wages.” /d. This means

□□□□□□□□□□ 7 || damages under the AWA can be assessed only against the limited liability companies. By 8 || contrast, plaintiff's damages under the AMWA can be assessed against all defendants. The 9|| total damages are apportioned as follows: 10 e Instrulink LLC is liable for \$2,925; and 11 e Instrulink LLC, William Robert Doenges, and Judith Ann Doenges are 12 jointly and severally liable for \$1,587.60. 13 Accordingly, 14 IT IS ORDERED the Motion for Default Judgment (Doc. 12) is GRANTED. The |) Clerk of Court shall enter a judgment of \$2,925 against defendant Instrulink LLC. That judgment shall also reflect \$1,587.60 of the \$2,925 is entered against Instrulink LLC, || William Robert Doenges, and Judith Ann Doenges jointly and severally. The Clerk of 18 || Court shall close this case. 19 Dated this 21st day of April, 2026. 20 Honorable Krissa M. Lanham 23 United States District Judge 24 25 26 27 28 -4-