

UNITED STATES DISTRICT COURT FOR THE CENTRAL DISTRICT OF
CALIFORNIA

Arkansas Pipe Trades Health and Welfare Fund v. Stiles Consulting
Firm, LLC

Arkansas Pipe Trades · No. 8:24-cv-01894-ODW (KESx) · Decided September 2, 2025

SUMMARY

The United States District Court for the Central District of California granted plaintiffs’ motion for default judgment against Stiles Consulting Firm, LLC and Corey Stiles. The court found liability under ERISA for delinquent employee benefit contributions and awarded \$54,631.75, consisting of unpaid contributions, interest, liquidated damages, attorneys’ fees, and costs.

CASE DETAILS

COURT	United States District Court for the Central District of California
WRITING FOR THE COURT	Otis D. Wright II
JURISDICTION	United States District Court for the Central District of California
DECIDED	September 2, 2025
DOCKET	8:24-cv-01894-ODW (KESx)
DISPOSITION	other
PROCEDURAL POSTURE	Plaintiffs moved for default judgment after the Clerk entered Defendants' default for failure to appear or defend in an action seeking delinquent employee-benefit contributions and related relief under ERISA and a collective bargaining agreement.
STANDARD OF REVIEW	Entry of default judgment under Federal Rule of Civil Procedure 55(b) is discretionary. Well-pleaded allegations are taken as true after default except those concerning damages, which must be supported by evidence.
PRECEDENTIAL VALUE	unpublished

TOPICS

- default judgment
- employee benefits
- attorney fees
- costs
- civil procedure

PRACTICE AREAS

QUESTIONS PRESENTED

1. Whether Plaintiffs satisfied the procedural requirements for entry of default judgment under Federal Rules of Civil Procedure 54(c) and 55 and the Central District of California's local rules.
2. Whether the Eitel factors supported entry of default judgment against Defendants.
3. Whether Plaintiffs sufficiently established liability under ERISA § 515 for delinquent employee-benefit contributions, including Corey Stiles's liability as the alter ego of Stiles Consulting.
4. Whether Plaintiffs submitted sufficient evidence to support unpaid contributions, interest, liquidated damages, attorneys' fees, and costs.

HOLDINGS

1. Plaintiffs satisfied the requirements of Federal Rules of Civil Procedure 54(c) and 55 and Central District of California Local Rules 55-1 and 55-2, including proof of service, entry of default, and the inapplicability of the Servicemembers Civil Relief Act.
2. The Eitel factors weighed in favor of entering default judgment against Defendants.
3. Plaintiffs sufficiently established that Stiles Consulting violated ERISA § 515 by failing to submit required reports and pay contributions for Union employees, and that Corey Stiles was liable as the company's alter ego.
4. Plaintiffs adequately supported an award of \$19,500.75 in unpaid contributions, \$1,744.79 in liquidated damages, \$1,377.13 in prejudgment interest, \$29,563.75 in attorneys' fees, and \$2,445.33 in costs, for a total award of \$54,631.75.

KEY QUOTATIONS

“However, before a court can enter a default judgment against a defendant, the plaintiff must satisfy the procedural requirements in Rules 54(c) and 55, and Central District Civil Local Rules 55-1 and 55-2.” (at 2)

“Although well-pleaded allegations are taken as true, “claims which are legally insufficient[] are not established by default.”” (at 5)

“As a result, “it is fair to say that the purported non-signatory is actually a signatory, and therefore an ‘employer who is obligated to make contributions’ within the meaning of” ERISA § 515.” (at 6)

“A default judgment must not differ in kind from, or exceed in amount, what is demanded in the pleadings.” (at 7)

FACTUAL BACKGROUND

Stiles Consulting Firm, LLC entered into a Project Labor Agreement that bound it to a construction collective bargaining agreement requiring monthly reports and fringe-benefit contributions for Union employees working on an Arkansas project. Beginning in September 2023, Stiles Consulting stopped filing reports and paying contributions and assessments, and the Union terminated the agreement in January 2024. Plaintiffs alleged that

Corey Stiles, the company's sole managing member, used company funds personally and failed to maintain the company as a separate entity. Defendants were served but did not appear or defend.

PROCEDURAL HISTORY

Plaintiffs filed the action on August 30, 2024, and served Defendants on December 4 and 6, 2024. After Defendants failed to appear, the Clerk entered default on January 21, 2025. Plaintiffs moved for default judgment on March 25, 2025, and the Court granted the motion, awarding \$54,631.75 and directing that judgment issue.

DISPOSITION

other

CASES CITED

- PepsiCo, Inc. v. Cal. Sec. Cans, 238 F. Supp. 2d 1172, 1174-75 (C.D. Cal. 2002)
- Draper v. Coombs, 792 F.2d 915, 924-25 (9th Cir. 1986)
- Aldabe v. Aldabe, 616 F.2d 1089, 1092 (9th Cir. 1980)
- TeleVideo Systems, Inc. v. Heidenthal, 826 F.2d 915, 917-18 (9th Cir. 1987) (per curiam)
- Geddes v. United Financial Group, 559 F.2d 557, 560 (9th Cir. 1977)
- Adriana International Corp. v. Thoeren, 913 F.2d 1406, 1414 (9th Cir. 1990)
- Eitel v. McCool, 782 F.2d 1470, 1471-72 (9th Cir. 1986)
- Vietnamese Reform Party v. Viet Tan-Viet. Reform Party, 416 F. Supp. 3d 948, 962 (N.D. Cal. 2019)
- Cripps v. Life Insurance Co. of North America, 980 F.2d 1261, 1267 (9th Cir. 1992)
- Winterrowd v. David Freedman & Co., 724 F.2d 823, 826 (9th Cir. 1984)
- Board of Trustees of Bay Area Roofers Health & Welfare Trust Fund v. Westech Roofing, 42 F. Supp. 3d 1220, 1227 (N.D. Cal. 2014)
- Trustees of Screen Actors Guild-Producers Pension & Health Plans v. NYCA, Inc., 572 F.3d 771, 776-77 (9th Cir. 2009)
- Landstar Ranger, Inc. v. Parth Enterprises, Inc., 725 F. Supp. 2d 916, 922 (C.D. Cal. 2010)
- Duralar Technologies LLC v. Plasma Coating Technologies, Inc., 848 F. App'x 252, 255 (9th Cir. 2021)
- Northwest Administrators, Inc. v. Albertson's, Inc., 104 F.3d 253, 257 (9th Cir. 1996)
- Board of Trustees of the Boilermaker Vacation Trust v. Skelly, Inc., 389 F. Supp. 2d 1222, 1226 (N.D. Cal. 2005)
- Operating Engineers Pension Trust v. Beck Engineering & Surveying Co., 746 F.2d 557, 569 (9th Cir. 1984)
- Operating Engineers Pension Trust v. Reed, 726 F.2d 513, 514 (9th Cir. 1984)
- McElwaine v. US West, Inc., 176 F.3d 1167, 1173 (9th Cir. 1999)
- Edmo v. Corizon, Inc., 97 F.4th 1165, 1168-69 (9th Cir. 2024)
- Moreno v. City of Sacramento, 534 F.3d 1106, 1111 (9th Cir. 2008)
- Hensley v. Eckerhart, 461 U.S. 424, 430 n.3, 433-34 (1983)

- Blum v. Stenson, 465 U.S. 886, 897 (1984)
- Chalmers v. City of Los Angeles, 796 F.2d 1205, 1210 (9th Cir. 1986)
- Kerr v. Screen Extras Guild, Inc., 526 F.2d 67, 70 (9th Cir. 1975)

OPINION

O 1 2 3 4 5 6 7 8 United States District Court 9 Central District of California 10 11 ARKANSAS
PIPE TRADES HEALTH Case № 8:24-cv-01894-ODW (KESx) AND WELFARE FUND et al.,
12 Plaintiffs, ORDER GRANTING PLAINTIFFS' 13 MOTION FOR DEFAULT v. 14
JUDGMENT [21] STILES CONSULTING FIRM, LLC et 15 al., 16 Defendants. 17 18 I.
INTRODUCTION 19 Plaintiffs bring this action against Defendants for breach of a written
collective 20 bargaining agreement and violation of the Employee Retirement Income Security Act
21 ("ERISA") § 515, 29 U.S.C. § 1145.

(Compl. ¶¶ 27–42, ECF No. 1.) Plaintiffs seek to 22 recover delinquent benefit contributions,
interest, liquidated damages, and attorneys' 23 fees and costs. (Id., Prayer.) Defendants failed to
appear and defend, and Plaintiffs now 24 move for entry of default judgment. (Mot. Default J.
("Motion" or "Mot."), ECF 25 No. 21.)

For the reasons that follow, the Court GRANTS Plaintiffs' Motion.1 26 27 28 1 Having carefully
considered the papers filed in connection with the Motion, the Court deemed the matter
appropriate for decision without oral argument. Fed. R. Civ. P. 78; C.D. Cal. L.R. 7-15. 1 II.
BACKGROUND 2 As defined under ERISA, Arkansas Pipe Trades Health and Welfare Fund 3
("Welfare Fund") is an employee benefit welfare plan, Oklahoma State Pipe Trades 4 Annuity
Fund ("Annuity Fund") and United Association National Pension Fund 5 ("Pension Fund") are
pension benefit plans, and Plumbers and Pipefitters International 6 Training Fund ("Training
Fund") is a welfare benefit fund (collectively, the "Trust 7 Funds").

(Compl. ¶¶ 1–4.) The Trust Funds have the purposes of providing health and 8 welfare benefits,
retirement income, pension benefits, and training and education 9 benefits to employees,
respectively. (Id.) United Association of Plumbers and 10 Pipefitters Local Union 155 ("Union") is
a labor organization within the meaning of the 11 National Labor Relations Act, 29 U.S.C. §
152(5), and an employee organization within 12 the meaning of ERISA.

(Id. ¶ 5.) 13 Stiles Consulting Firm, LLC dba Stiles Foodservice and Stainless Installation 14
("Stiles Consulting") is an employer within the meaning of ERISA, engaged as a 15 contractor or
subcontractor in the plumbing and pipefitting industry. (Id. ¶ 6.) Corey 16 Stiles is the sole
managing member of Stiles Consulting. (Id. ¶ 7.) 17 The Union negotiated a Project Labor
Agreement ("PLA") with Stiles Consulting 18 for a specific project located in Arkansas
("Project").

(Id. ¶¶ 5, 14.) On February 17, 19 2023, Stiles entered into the PLA, thereby binding Stiles Consulting to the Construction 20 Collective Bargaining Agreement (“CBA”). (Id. ¶¶ 11–12, 2 Exs. 1–2, ECF No. 1-1.) 21 The PLA and CBA required Stiles Consulting to submit monthly reports and pay fringe 22 benefit contributions to the Trust Funds for all Union employees.

(Id. ¶¶ 12–13.) Stiles 23 Consulting received and employed Union members for the Project. (Id. ¶ 14.) 24 However, although Stiles Consulting initially complied with the obligations of the PLA 25 and CBA, beginning in September 2023, it stopped filing the reports and paying the 26 monthly contributions and assessments. (Id. ¶¶ 17–18.)

On December 4, 2023, Stiles 27 informed the Union that Stiles Consulting could not pay the contributions and 28 2 The Complaint includes two paragraphs numbered eleven. The Court cites the second. 1 assessments it owed for the months of September through December 2023. (Id. ¶ 20.) 2 Consequently, the Union terminated the PLA with Stiles Consulting in January 2024.

3 (Id. ¶ 21.) The Trust Funds’ subsequent attempts to recover the delinquent contributions 4 and assessments were unsuccessful. (Id. ¶ 22.) 5 Accordingly, on August 30, 2024, the Trust Funds and Union (“Plaintiffs”) 6 brought this legal action against Stiles and Stiles Consulting (“Defendants”) to recover 7 delinquent contributions, accruing interest, liquidated damages, and working 8 assessments owed (the “Obligations”), as well as attorneys’ fees and costs incurred in 9 collecting the Obligations.

(Id. ¶¶ 21–26.) Plaintiffs assert two causes of action, the 10 first against both Defendants for payment of the Obligations pursuant to the CBA and 11 ERISA, and the second against Stiles only, for payment of the Obligations based on 12 breach of fiduciary duty and alter ego liability. (Id. ¶¶ 27–42.) 13 On December 4 and 6, 2024, Plaintiffs served Defendants.

(Proof Service, ECF 14 No. 13.) However, Defendants did not appear or defend the case. Accordingly, upon 15 Plaintiffs’ request, on January 21, 2025, the Clerk of Court entered Defendants’ default. 16 (Default, ECF No. 15.)

In response to the Court’s orders, on March 25, 2025, Plaintiffs 17 filed this motion for default judgment against Defendants. (Mot. 1.) 18 III. LEGAL STANDARD 19 Federal Rule of Civil Procedure (“Rule”) 55(b) authorizes a district court to grant 20 a default judgment after the Clerk enters default under Rule 55(a).

However, before a 21 court can enter a default judgment against a defendant, the plaintiff must satisfy the 22 procedural requirements in Rules 54(c) and 55, and Central District Civil Local 23 Rules 55-1 and 55-2. Even if these procedural requirements are satisfied, “[a] 24 defendant’s default does not automatically entitle the plaintiff to a court-ordered 25 judgment.” *PepsiCo, Inc., v. Cal. Sec. Cans*, 238 F. Supp. 2d 1172, 1174 (C.D.

Cal. 26 2002) (citing *Draper v. Coombs*, 792 F.2d 915, 924–25 (9th Cir. 1986)). Instead, “[t]he 27 district court’s decision whether to enter a default judgment is a discretionary one.” 28 *Aldabe v. Aldabe*, 616 F.2d 1089, 1092 (9th Cir. 1980) (collecting cases). 1 Generally, after the Clerk enters a default, the defendant’s liability is conclusively 2 established, and the well-pleaded factual allegations in the plaintiff’s complaint “will 3 be taken as true,” except those pertaining to the amount of damages.

TeleVideo Sys., 4 Inc. v. Heidenthal, 826 F.2d 915, 917–18 (9th Cir. 1987) (per curiam) (quoting *Geddes 5 v. United Fin. Grp.*, 559 F.2d 557, 560 (9th Cir. 1977)). The court need not make 6 detailed findings of fact when entering default judgment, except as to damages. See 7 *Adriana Int’l Corp. v. Thoeren*, 913 F.2d 1406, 1414 (9th Cir. 1990). 8 IV. DISCUSSION 9 Plaintiffs satisfy the procedural requirements for default judgment, establish that 10 entry of default judgment against Defendants is substantively appropriate, and 11 demonstrate that the requested relief is warranted.

12 A. PROCEDURAL REQUIREMENTS 13 Local Rule 55-1 requires that the movant establish: (1) when and against which 14 party default was entered; (2) the pleading on which default was entered; (3) whether 15 the defaulting party is a minor or incompetent person; (4) that the Servicemembers Civil 16 Relief Act does not apply; and (5) that the defaulting party was properly served with 17 notice, if required under Rule 55(b)(2).

In turn, Rule 55(b)(2) requires written notice 18 on the defaulting party if that party “has appeared personally or by a representative.” 19 Plaintiffs meet these requirements. On January 21, 2025, the Clerk entered 20 default against Defendants as to Plaintiffs’ Complaint. (See Default.) Counsel for 21 Plaintiffs submits declaration testimony that Defendants are not minors or incompetent 22 persons and that the Servicemembers Civil Relief Act does not apply.

(Decl. Michele 23 R. Stafford ISO Mot. (“Stafford Decl.”) ¶ 11, ECF No. 25.) Finally, although service 24 of the Motion is not required because Defendants have not appeared, Plaintiffs 25 nonetheless served Defendants with the Motion. (Certificate Service, ECF No. 21-1.) 26 Thus, Plaintiffs satisfy the procedural requirements for entry of default judgment. 27 28 1 B. EITEL FACTORS 2 In considering whether entry of default judgment is warranted, courts consider 3 the “Eitel factors”: “(1) the possibility of prejudice to the plaintiff”; “(2) the merits of 4 plaintiff’s substantive claim”; “(3) the sufficiency of the complaint”; “(4) the sum of 5 money at stake”; (5) the possibility of a material factual dispute; “(6) whether the 6 default was due to excusable neglect”; and (7) the strong policy favoring decisions on 7 the merits.

See *Eitel v. McCool*, 782 F.2d 1470, 1471–72 (9th Cir. 1986). “Of all the 8 Eitel factors, courts often consider the second and third factors to be the most 9 important.” *Viet. Reform Party v. Viet Tan-Viet. Reform Party*, 416 F. Supp. 3d 948, 962 10 (N.D. Cal. 2019) (internal quotation marks omitted).

Thus, the Court considers these 11 factors first. 12 1. Second & Third Eitel Factors 13 The second and third Eitel factors require a plaintiff to “state a claim on which 14 the [plaintiff] may recover.” PepsiCo, 238 F. Supp. 2d at 1175 (alteration in original). 15 Although well-pleaded allegations are taken as true, “claims which are legally 16 insufficient[] are not established by default.” Cripps v. Life Ins.

Co. of N. Am., 980 F.2d 17 1261, 1267 (9th Cir. 1992). 18 Plaintiffs assert one cause of action for payment of the Obligations, based on 19 Defendants’ breach of the CBA, violation of ERISA § 515, and violation of the Labor 20 Management Relations Act § 301(a). (Compl. ¶¶ 27–30.) They also assert a cause of 21 action against Stiles for breach of fiduciary duty and alter ego liability.

(Id. ¶¶ 31–42.) 22 The Court finds that Plaintiffs sufficiently state a claim under ERISA and declines to 23 reach Plaintiffs’ additional bases for recovery. 24 Under ERISA, “[e]very employer who is obligated to make contributions to a 25 multiemployer plan... shall... make such contributions in accordance with the terms 26 and conditions of such plan or such agreement.” 29 U.S.C. § 1145; see also Winterrowd 27 v. David Freedman & Co., 724 F.2d 823, 826 (9th Cir.

1984) (holding that employer’s 28 failure to contribute agreed-upon amount to pension fund was an ERISA violation). If 1 the employer fails to make contributions as required, the plan or a plan fiduciary may 2 bring an action to recover the unpaid contributions. See 29 U.S.C. § 1132(d)(1); see, 3 e.g., Bd. of Trs. of Bay Area Roofers Health & Welfare Tr. Fund v. Westech Roofing, 4 42 F. Supp. 3d 1220, 1227 (N.D.

Cal. 2014). 5 Additionally, a non-signatory may be liable with the signatory employer under 6 ERISA where “justice requires piercing the corporate veil,” the “non-signatory is the 7 ‘alter ego’ of the signing company,” the two constitute a “single employer,” or the 8 interests of the non-signatory and signatory parties are “materially inseparable.” Trs. of 9 Screen Actors Guild- Producers Pension & Health Plans v. NYCA, Inc., 572 F.3d 771, 10 776 (9th Cir.

2009). In each of these alter ego relationships, the two entities are, in 11 reality, operating as one and the same. Id. As a result, “it is fair to say that the purported 12 non-signatory is actually a signatory, and therefore an ‘employer who is obligated to 13 make contributions’ within the meaning of” ERISA § 515. Id. at 776–77. 14 Regarding Stiles Consulting, Plaintiffs allege that, pursuant to the PLA, CBA, 15 and ERISA, Stiles Consulting is an employer obligated to submit monthly reports and 16 contributions to Plaintiffs under ERISA § 515.

(Compl. ¶¶ 11–16.) They further allege 17 that Stiles Consulting failed to submit reports and pay contributions for work performed 18 by Defendants’ employees for the months of September through December 2023. (Id. 19 ¶ 18; Decl. Ricky Jeu ISO Mot. (“Jeu Decl.”) ¶¶ 7–15, ECF No. 22; Decl. Jonathan 20 Graham ISO Mot. (“Graham Decl.”) ¶¶ 11–12, ECF No. 23.) Stiles Consulting’s failure 21 to submit reports and pay the required contributions violates ERISA § 515.

22 Regarding Stiles, Plaintiffs allege that he is individually liable as the alter ego of 23 Stiles Consulting. (Compl. ¶¶ 19–20, 33–38.) Plaintiffs further allege that Stiles is the 24 principal, sole owner, and manager of Stiles Consulting; used Stiles Consulting’s funds 25 for his own personal use; and did not maintain Stiles Consulting as a separate entity.

26 (Id.) These allegations are sufficient to establish that Stiles’s interests are inseparable 27 from Stiles Consulting’s interests such that the two were in reality operating as one and 28 the same. Thus, construing Plaintiffs’ allegations at true, it is fair to find Stiles an 1 “employer who is obligated to make contributions” under ERISA § 515. NYCA, 2 572 F.3d at 776–77.

3 Thus, Plaintiffs sufficiently plead a meritorious claim against Defendants to 4 recover delinquent contributions under ERISA, and therefore the second and third Eitel 5 factors favor entry of default judgment. 6 2. Remaining Eitel Factors 7 On balance, the remaining Eitel factors also weigh in favor of entering default 8 judgment against Defendants.

To begin, the first and fourth Eitel factors—possibility 9 of prejudice and sum of money at stake—favor default judgment. See Eitel, 782 F.2d 10 at 1471–72. Plaintiffs would suffer prejudice absent entry of default judgment because 11 they would otherwise have no recourse for Defendants’ unpaid contributions. Further, 12 as discussed below, the sum of money Plaintiffs seek is directly proportionate to the 13 amount Defendants owe and failed to pay.

14 The fifth and sixth factors—possibility of dispute and excusable neglect—also 15 weigh in favor of entering default judgment. See *id.* Plaintiffs’ allegations are accepted 16 as true on default, and Defendants may not now “challenge the accuracy of the 17 allegations in the complaint.” *Landstar Ranger, Inc. v. Parth Enters., Inc.*, 725 F. Supp. 18 2d 916, 922 (C.D.

Cal. 2010). Plaintiffs support their claims with evidence 19 demonstrating Defendants owe Plaintiffs certain unpaid contributions, and the Court’s 20 review of the record reveals “no factual disputes... that preclude the entry of default 21 judgment.” *Id.* Further, nothing in the record suggests Defendants’ failure to appear is 22 a result of excusable neglect.

23 Finally, the seventh factor—policy favoring decisions on the merits—always 24 weighs in a defaulting defendant’s favor. See Eitel, 782 F.2d at 1471–72. However, 25 because Defendants’ failure to appear in this action prevents the Court from reaching a 26 decision on the merits, this factor does not prevent the Court from entering judgment 27 by default. See *Duralar Techs.*

LLC v. Plasma Coating Techs., Inc., 848 F. App’x 252, 28 1 255 (9th Cir. 2021) (affirming entry of default judgment where all factors except the 2 seventh weighed in the plaintiff’s favor). 3 In sum, the Eitel factors weigh in favor of entering default judgment against 4 Defendants on Plaintiffs’ Complaint. 5 C. REQUESTED RELIEF 6 “A default judgment must not differ in kind from, or exceed in amount, what is 7 demanded in the pleadings.” Fed.

R. Civ. P. 54(c). Here, Plaintiffs seek to recover 8 unpaid contributions, interest, liquidated damages, and attorneys' fees and costs. 9 (Mot. 1, 11–12.) The relief Plaintiffs seek is consistent with that requested in the 10 Complaint and is thus permissible. (See Compl. ¶¶ 23, 28, Prayer ¶¶ 1–2.) 11 Additionally, once liability is established through a defendant's default, a plaintiff 12 must establish that the requested relief is appropriate.

Geddes, 559 F.2d at 560. 13 Plaintiffs cannot rely solely on allegations to establish damages, for “even a defaulting 14 party is entitled to have its opponent produce some evidence to support an award of 15 damages.” *LG Elecs., Inc. v. Advance Creative Comput. Corp.*, 212 F. Supp. 2d 1171, 16 1178 (N.D. Cal. 2002). 17 In an ERISA action to recover delinquent contributions, a successful plaintiff is 18 entitled to the following forms of relief: 19 (A) the unpaid contributions, 20 (B) interest on the unpaid contributions, 21 (C) an amount equal to the greater of-- 22 (i) interest on the unpaid contributions, or 23 (ii) liquidated damages provided for under the plan in an amount not in excess of 20 percent (or such higher percentage as may be 24 permitted under Federal or State law) of the amount determined by 25 the court under subparagraph (A), 26 (D) reasonable attorney's fees and costs of the action, to be paid by the 27 defendant, and 28 3 The Complaint includes two paragraphs numbered twenty-three.

The Court here cites the first. (E) such other legal or equitable relief as the court deems appropriate. 1 2 29 U.S.C. § 1132(g)(2) (emphasis added). 3 Plaintiffs seek an award totaling \$54,631.75, consisting of \$19,500.75 in unpaid 4 contributions, \$1,377.13 in interest, \$1,744.79 in liquidated damages, and \$32,009.08 5 in attorneys' fees and costs. (Mot. 1.)

6 1. Unpaid Contributions 7 Under ERISA, upon judgment in favor of a plan, “the court shall award... the 8 unpaid contributions.” 29 U.S.C. § 1132(g)(2); *Nw. Adm'rs, Inc. v. Albertson's, Inc.*, 9 104 F.3d 253, 257 (9th Cir. 1996) (requiring mandatory award under § 1132(g)(2) once 10 plaintiff establishes the employer is delinquent, the plan provides for the award, and the 11 court enters judgment against the employer).

As allegations regarding damages are not 12 accepted as true for purposes of a default judgment, a plaintiff must submit evidence 13 supporting the damages sought. *Bd. of Trs. of the Boilermaker Vacation Tr. v. Skelly, Inc.*, 14 389 F. Supp. 2d 1222, 1226 (N.D. Cal. 2005). Courts have found 15 declaration 15 testimony sufficient to establish the amount of unpaid contributions, interest, and 16 liquidated damages for purposes of a default judgment in an ERISA action.

Id. 17 Plaintiffs seek unpaid contributions and working assessments totaling 18 \$19,500.75. (Mot. 1.) This figure comprises the following unpaid contributions and 19 working assessments: \$8,045.09 to the Welfare Fund; \$736.73 to the Annuity Fund; 20 \$8,552.13 to the Pension Fund; \$147.35 to the Training Fund; and \$2,019.45 to the 21 Union. (*Id.*; Compl. ¶ 23.)

22 Because Defendants did not submit the required monthly reports to the Trust 23 Funds, Plaintiffs calculated these figures based on the Union's dispatch records, 24 employee work histories obtained by the Union, and employee pay stubs indicating the 25 hours worked during the time period at issue. (Graham Decl. ¶¶ 14, 16.)

The Union's 26 Business Manager used these records to calculate Defendants' unpaid contributions and 27 working assessments according to the delinquency procedures in the PLA, CBA, and 28 related Declarations of Trust. (Id. ¶¶ 1, 7, 15–16.) Plaintiffs provide declaration 1 testimony from the current and former Business Managers of the Union and the Trustee 2 Chairmen of the Welfare Fund supporting these calculations and the related delinquency 3 sums.

(Id. ¶¶ 1, 9, 14–16; Jeu Decl. ¶¶ 1, 20–27, Ex. A (“Job History Stiles 4 Consulting”), ECF No. 22.) The Court finds this evidence adequate to support the 5 requested sums. See *Skelly, Inc.*, 389 F. Supp. 2d at 1226 (finding declaration testimony 6 sufficient to establish the amount of unpaid contributions). 7 Accordingly, the Court finds that Plaintiffs are entitled to unpaid benefit 8 contributions in the total amount of \$19,500.75.

9 2. Liquidated Damages & Interest 10 Plaintiffs also seek liquidated damages totaling \$1,744.79 and interest totaling 11 \$1,377.13. (Compl. ¶ 23; Mot. 1, 14–15.) 12 ERISA requires an award of liquidated damages for delinquent contributions at 13 the rate provided for in the CBA, but not in an amount greater than 20% of the 14 contributions. 29 U.S.C. § 1132(g)(2)(C); *Operating Eng'rs Pension Tr. v. Beck Eng'g 15 & Surveying Co.*, 746 F.2d 557, 569 (9th Cir.

1984) (affirming award of liquidated 16 damages consistent with § 1132(g)(2)). The CBA, Trust Agreements, and/or the Funds' 17 delinquency procedures provide for liquidated damages as follows: Welfare Fund and 18 Annuity Fund at the greater of \$750 or 10%; Pension Fund at 10%; and Training Fund 19 at 20%. (Graham Decl. ¶ 15 (connecting the liquidated damages rates with related 20 supporting documentation).)

Based on these rates, Plaintiffs calculate the liquidated 21 damages as follows: \$804.51 to the Welfare Fund; \$73.674 to the Annuity Fund; 22 \$837.145 to the Pension Fund; and \$29.47 to the Training Fund. (Id. ¶ 16.) Similar to 23 above, Plaintiffs provide adequate support for these figures, which add up to Plaintiffs' 24 requested \$1,744.79 in liquidated damages.

25 ERISA also requires an award of prejudgment interest, “determined by using the 26 rate provided under the plan, or, if none, the rate prescribed under section 6621 of 27 28 4 Plaintiffs elect to recover 10% of the unpaid contributions for the Annuity Fund. (See Mot.) 5 Plaintiffs seek a liquidated damages figure for the Pension Fund that is less than 10%.

(See Mot.) 1 title 26.” 29 U.S.C. § 1132(g)(2)(E). The CBA, Trust Agreements, and/or the Funds' 2 delinquency procedures provide for interest assessed at 10% per annum for the Welfare 3 and Annuity Funds, and 12% per annum for the Pension and Training Funds. (Graham 4 Decl. ¶ 15.)

Assessing these interest rates against the above noted delinquencies, 5 Plaintiffs calculate the prejudgment interest as follows: \$578.74 to the Welfare Fund; 6 \$46.86 to the Annuity Fund; \$739.11 to the Pension Fund; and \$12.42 to the Training 7 Fund.

(Id. ¶ 16.) As with the unpaid contributions and liquidated damages, Plaintiffs 8 provide adequate support for these figures. (See id. ¶¶ 3–16; Jeu Decl. ¶¶ 19–26.) 9 These interest figures add up to Plaintiffs’ requested \$1,377.13. (Id.) 10 Accordingly, Plaintiffs are entitled to recover \$1,744.79 in liquidated damages 11 and \$1,377.13 in interest. 12 3. Attorneys’ Fees & Costs 13 Plaintiffs also seek their reasonable attorneys’ fees of \$29,563.75 and costs of 14 \$2,445.33.

(Mot. 19; Stafford Decl. ¶ 22.)6 15 Under ERISA, upon judgment in favor of a plan, “the court shall award... 16 reasonable attorney’s fees and costs of the action.” 29 U.S.C. § 1132(g)(2); Operating 17 Eng’rs Pension Tr. v. Reed, 726 F.2d 513, 514 (9th Cir. 1984).

In this District, 18 attorneys’ fees awarded on default judgment are calculated according to the fee schedule 19 provided in Local Rule 55-3. C.D. Cal. L.R. 55-3. However, “[a]n attorney claiming a 20 fee in excess of this schedule may file a written request at the time of entry of the default 21 judgment,” as Plaintiffs have done here, and the Court “shall hear the request and render 22 judgment for such fee as the Court may deem reasonable.” Id. 23 To determine reasonable fees under ERISA § 502(g)(1), 29 U.S.C. § 1132(g)(1), 24 courts use a “hybrid lodestar / multiplier approach.” McElwaine v. US W., Inc., 176 F.3d 25 1167, 1173 (9th Cir.

1999). To calculate the lodestar amount, a court multiplies “the 26 number of hours an attorney reasonably expended on the prevailing party’s case” with 27 6 Plaintiffs request \$2,446.33 in the Motion, but \$2,445.33 in supporting declaration and billing 28 summary. (Compare Mot. 19, with Stafford Decl. ¶ 22.)

The Court proceeds with the figure that is represented in evidence. 1 the attorney’s “reasonable hourly rate, based on evidence of the market rate for the 2 services provided.” Edmo v. Corizon, Inc., 97 F.4th 1165, 1168 (9th Cir. 2024). Once 3 the lodestar figure is determined, the court then decides whether to adjust the figure 4 based on a variety of factors.7 Moreno v. City of Sacramento, 534 F.3d 1106, 1111 5 (9th Cir.

2008) (citing Hensley v. Eckerhart, 461 U.S. 424, 434, 430 n.3 (1983)). The 6 lodestar figure is presumptively reasonable, and it should therefore be adjusted only in 7 “rare” and “exceptional” cases. Edmo, 97 F.4th at 1168–69 (collecting cases).

The fee 8 applicant bears the “burden of showing that the claimed rate and number of hours are 9 reasonable.” Blum v. Stenson, 465 U.S. 886, 897 (1984). 10 Plaintiffs seek \$29,563.75 in attorneys’ fees, which is the total of \$14,349.25 for 11 counsel Robein, Urann, Spencer, Picard & Cangemi APLC, and \$15,214.50 for local 12 counsel Tucker Arensberg LLP. (Mot.

19; Decl. Paula M. Bruner ISO Mot. (“Bruner 13 Decl.”) ¶¶ 12–13, ECF No. 24; Stafford Decl. ¶ 22.) These fees are based on hourly 14 rates between \$225.00 and \$275.00 for attorneys, and between \$80.00 to \$180.00 for 15 paralegals, with a total of 150.25 hours expended during the lifetime of this litigation 16 between the two firms. (Mot. 19; Bruner Decl. ¶¶ 11–12, Ex. C (“Detailed Fees 17 Transaction”), ECF No. 24-2; Stafford Decl. ¶¶ 17–18, Ex. C (“Billing Summaries”), 18 ECF No. 25-1.)

19 Counsel declares that these rates “are reasonable and in line with the prevailing 20 rates” throughout the country, “including in comparable legal markets.” (Stafford Decl. 21 ¶ 19.) Counsel further supports these rates with declarations establishing the attorneys’ 22 7 These factors include: 23 (1) the time and labor required, (2) the novelty and difficulty of the questions involved, 24 (3) the skill requisite to perform the legal service properly, (4) the preclusion of other employment by the attorney due to acceptance of the case, (5) the customary fee, 25 (6) whether the fee is fixed or contingent, (7) time limitations imposed by the client or 26 the circumstances, (8) the amount involved and the results obtained, (9) the experience, reputation, and ability of the attorneys, (10) the ‘undesirability’ of the case, (11) the 27 nature and length of the professional relationship with the client, and (12) awards in similar cases.

28 Edmo, 97 F.4th at 1168 (quoting *Kerr v. Screen Extras Guild, Inc.*, 526 F.2d 67, 70 (9th Cir. 1975)). 1 and paralegals’ experience in the field. (Id. ¶¶ 12–17; Bruner Decl. ¶¶ 10–11.) 2 Although Plaintiffs cite case support from only the Northern District of California, (see 3 Mot. 17–19), the Court agrees, based on its own experience, that these rates are 4 reasonable, including in the Central District of California.

The Court similarly finds the 5 hours expended well supported by counsels’ declaration testimony and 6 contemporaneous billing records. (See Detailed Fees Transaction; Billing Summaries); 7 *Hensley*, 461 U.S. at 433 (noting that fee applicants should “submit evidence supporting 8 the hours worked and rates claimed”); *Chalmers v. City of Los Angeles*, 796 F.2d 1205, 9 1210 (9th Cir.

1986) (requiring “detailed time records justifying the hours claimed”). 10 Plaintiffs do not request a multiplier, and the Court finds one is not warranted in this 11 case. Accordingly, the Court awards Plaintiffs \$29,563.75 in attorneys’ fees. 12 Plaintiffs also seek \$2,445.33 in litigation costs, for the filing fee and service on 13 Defendants, which counsel declares required surveillance.

(Mot. 19; Stafford Decl. 14 ¶ 21.) Plaintiffs submit the billing records reflecting the breakdown of these costs. 15 (Stafford Decl. ¶¶ 21–22; Billing Summaries.) As the costs are recoverable and 16 supported by evidence, the Court awards Plaintiffs \$2,445.33 in costs. See 28 U.S.C. 17 §§ 1920, 1923; C.D. Cal. L.R. 54-3. 18 4. Summary of Relief 19 In summary, the Court finds that Plaintiffs are entitled to recover \$19,500.75 in 20 unpaid contributions, \$1,744.79 in liquidated damages, \$1,377.13 in prejudgment 21 interest, \$29,563.75 in attorneys’ fees, and \$2,445.33 in costs.

Plaintiffs are therefore 22 entitled to recover the total sum of \$54,631.75. 23 V. CONCLUSION 24
For the reasons discussed above, the Court GRANTS Plaintiffs' Motion for Entry 25 of Default
Judgment against Defendants. (ECF No. 21.)

The Court AWARDS 26 27 28 1 || Plaintiffs the total sum of \$54,631.75 in principal, attorneys'
fees, and costs. The Court 2 | will issue judgment in accordance with this order. 3 4 IT IS SO
ORDERED. 5 6 September 2, 2025 7 Ns. 8 Kika Me A 9 OTIS nic Il 10 UNITED STATES
DISTRICT JUDGE 1] 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28