

UNITED STATES DISTRICT COURT FOR THE DISTRICT OF ARIZONA

Larry Dowdy v. WRD Global LLC, American Business Consultants LLC, and Douglas Harding

No. CV-25-00990-PHX-DJH (D. Ariz. Mar. 25, 2026) · No. 2:25-cv-00990 · Decided March 25, 2026

SUMMARY

The United States District Court for the District of Arizona grants in part and denies in part Larry Dowdy’s motion for default judgment against WRD Global LLC, American Business Consultants LLC, and Douglas Harding. The court finds that Dowdy sufficiently stated claims for unpaid wages and overtime under the FLSA, AMWA, and AWA, but concludes that Harding is not individually liable under the AWA. Judgment is entered for \$16,480.00 against WRD and ABC, with Harding jointly and severally liable for \$10,300.00, plus post-judgment interest.

CASE DETAILS

COURT	United States District Court for the District of Arizona
WRITING FOR THE COURT	Diane J. Humetewa
JURISDICTION	United States District Court for the District of Arizona
DECIDED	March 25, 2026
DOCKET	2:25-cv-00990
DISPOSITION	other
PROCEDURAL POSTURE	Motion for Entry of Default Judgment against defendants WRD Global LLC, American Business Consultants LLC, and Douglas Harding
STANDARD OF REVIEW	Discretionary under Eitel v. McCool seven-factor test
PRECEDENTIAL VALUE	unpublished

TOPICS

- default judgment
- wage and hour
- flsa
- civil procedure
- damages

PRACTICE AREAS

- employment law
- civil procedure
- remedies

QUESTIONS PRESENTED

1. Whether default judgment should be entered against defendants under the Eitel factors
2. Whether plaintiff stated plausible claims for unpaid overtime and minimum wages under the FLSA
3. Whether plaintiff stated a plausible claim for unpaid minimum wages under the AMWA
4. Whether plaintiff stated a plausible claim for unpaid wages under the AWA, including against defendant Harding individually
5. What damages plaintiff is entitled to recover

HOLDINGS

1. Default judgment is appropriate because six of the seven Eitel factors favor entry of default judgment against defendants.
2. Plaintiff sufficiently stated claims for unpaid minimum and overtime wages under the FLSA by alleging employee status, FLSA coverage, and failure to pay wages for four workweeks.
3. Plaintiff sufficiently stated a claim under the AMWA by alleging he was not paid the applicable Arizona minimum wage of \$14.70 per hour for approximately four workweeks.
4. Plaintiff stated a plausible AWA claim against WRD and ABC but not against Douglas Harding individually, because the AWA's narrow definition of 'employer' does not authorize individual liability against owners, officers, and directors of a corporate employer for wholesale failure to pay wages.
5. Plaintiff is entitled to \$16,480.00 in total damages: \$15,000.00 in trebled unpaid wages under the AWA and \$1,480.00 in doubled liquidated overtime damages under the FLSA, plus post-judgment interest at 4.08% per annum. Harding is jointly and severally liable for \$10,300.00 of that sum.

KEY QUOTATIONS

“When a party against whom a judgment for affirmative relief is sought has failed to plead or otherwise defend, and that failure is shown by affidavit or otherwise, the clerk must enter the party's default.” (at 3)

“This statutory definition does not, in other words, authorize individual liability against the owners, officers, and directors of a corporate employer in a case where the claim is for the employer's wholesale failure to pay wages.” (at 7-8)

“Double damages are the norm, and single damages are the exception.” (at 10)

FACTUAL BACKGROUND

Plaintiff Larry Dowdy worked for WRD Global LLC as a wholesale distributor from approximately December 16, 2024, through January 27, 2025. He was to be compensated at a semimonthly rate of approximately \$2,500 regardless of hours worked. Defendants paid him only \$2,500 via Zelle deposits during his employment. Plaintiff worked approximately 48 to 50 hours per workweek for six workweeks but was not paid for four of those workweeks and never received overtime compensation. He left employment due to nonpayment.

PROCEDURAL HISTORY

Plaintiff filed a Verified Complaint on March 25, 2025, alleging unpaid wage claims under the FLSA, AMWA, and AWA. Defendants were served on March 28, 2025, but failed to appear or respond. The Clerk entered default against defendants on May 30, 2025. Plaintiff then filed a Motion for Default Judgment (Doc. 16).

DISPOSITION

other

CASES CITED

- Eitel v. McCool, 782 F.2d 1470 (9th Cir. 1986)
- Geddes v. United Fin. Grp., 559 F.2d 557 (9th Cir. 1977)
- Aldabe v. Aldabe, 616 F.2d 1089 (9th Cir. 1980)
- Fair Hous. of Marin v. Combs, 285 F.3d 899 (9th Cir. 2002)
- Cripps v. Life Ins. Co. of N. Am., 980 F.2d 1261 (9th Cir. 1992)
- PepsiCo, Inc. v. Cal. Sec. Cans, 238 F. Supp. 2d 1172 (C.D. Cal. 2002)
- Shanghai Automation Instrument Co. v. Kuei, 194 F. Supp. 2d 995 (N.D. Cal. 2001)
- Vietnam Reform Party v. Viet Tan - Vietnam Reform Party, 416 F. Supp. 3d 948 (N.D. Cal. 2019)
- Smith v. Nov. Bar N Grill LLC, 441 F. Supp. 3d 830 (D. Ariz. 2020)
- Avila v. JBL Cleaning Servs. LLC, 2024 WL 863710 (D. Ariz. Feb. 29, 2024)
- Boucher v. Shaw, 572 F.3d 1087 (9th Cir. 2009)
- Chao v. A-One Med. Servs., Inc., 346 F.3d 908 (9th Cir. 2003)
- Heck v. Heavenly Couture, Inc., 2017 WL 4476999 (S.D. Cal. Oct. 6, 2017)
- Alvarez v. IBP, Inc., 339 F.3d 894 (9th Cir. 2003)
- Coe v. Hirsch, 2021 WL 5634798 (D. Ariz. Dec. 1, 2021)
- Rosen v. Fasttrak Foods LLC, 2021 WL 2981590 (D. Ariz. July 15, 2021)
- Gemmel v. Systemhouse, Inc., 2008 WL 65604 (D. Ariz. Jan. 3, 2008)
- G & G Closed Cir. Events LLC v. Espinoza, 2020 WL 377095 (D. Ariz. Jan. 23, 2020)
- Wong v. White Rock Phlebotomy, LLC, 2024 WL 897002 (D. Ariz. Feb. 13, 2024)
- Philip Morris USA, Inc. v. Castworld Prod., Inc., 219 F.R.D. 494 (C.D. Cal. 2003)
- Davis v. Fendler, 650 F.2d 1154 (9th Cir. 1981)
- Yelp Inc. v. Catron, 70 F. Supp. 3d 1082 (N.D. Cal. 2014)
- Wecosign, Inc. v. IFG Holdings, Inc., 845 F. Supp. 2d 1072 (C.D. Cal. 2012)
- Brock v. Seto, 790 F.2d 1446 (9th Cir. 1986)
- Anderson v. Mt. Clemens Pottery Co., 328 U.S. 680 (1946)
- Bhular v. Asteri Gp. Home LLC, 2024 WL 1160721 (D. Ariz. Feb. 29, 2024)
- Hetland v. Hirsch, 2022 WL 657354 (D. Ariz. Mar. 4, 2022)
- Cramton v. Grabbagreen Franchising LLC, 2022 WL 1719687 (D. Ariz. May 27, 2022)
- Xalamihua v. GGC Legacy Janitorial Servs. LLC, 2024 WL 942101 (D. Ariz. Mar. 5, 2024)

- Barrons v. Smallwood, 2024 WL 5056412 (D. Ariz. Dec. 10, 2024)

OPINION

1 WO 2 3 4 5 6 IN THE UNITED STATES DISTRICT COURT 7 FOR THE DISTRICT OF
ARIZONA 8 9 Larry Dowdy, No. CV-25-00990-PHX-DJH 10 Plaintiff, ORDER 11 v. 12 WRD
Global LLC, et al., 13 Defendants. 14 15 Before the Court is Plaintiff's Motion for Entry of
Default Judgment Against 16 Defendants WRD Global LLC, American Business Consultants
LLC, and Douglas 17 Harding (Doc.

16). The Motion will be granted with only a slight modification in the 18 amount requested. 19 I.
Background 20 From approximately December 16, 2024, through January 27, 2025, Plaintiff
Larry 21 Dowdy worked for WRD Global, LLC ("WRD") as a wholesale distributor. (Doc. 1 ¶¶
41, 22 42, 58). Plaintiff says that at all relevant times, Defendant American Business Consultants
23 LLC ("ABC") owned and operated as WRD, and that Defendant Douglas Harding 24
("Harding") owned WRD.

(Id. ¶¶ 16, 18). Plaintiff alleges that he was to be compensated 25 by Defendants at a
"semimonthly rate of approximately \$2,500" regardless of the number 26 of hours he actually
worked. (Id. at ¶¶ 43, 45, 54). The Complaint alleges that Defendants 27 paid Plaintiff "\$500 via
two Zelle deposits" on January 6, 2025, and "\$2,000 via a Zelle 28 deposit" on January 8, 2025.

(Id. ¶¶ 55–56). Plaintiff says though he worked between 48 1 and 50 hours during the six
workweeks employed by Defendants, these were the only 2 payments they made to him. (Id. ¶¶
57–58). Plaintiff left his employment with Defendants 3 on January 27, 2025, because of their
failure to pay him. (Id. ¶ 60). 4 II. Procedural History 5 On March 25, 2025, Plaintiff filed his
Verified Complaint against Defendants and 6 others.

(Doc. 1). Plaintiff brings claims for (1) unpaid overtime under the Fair Labor 7 Standards Act
("FLSA"); (2) unpaid minimum wages under the FLSA; (3) unpaid 8 minimum wages under the
Arizona Minimum Wage Act ("AMWA"); and (4) unpaid 9 wages under the Arizona Wage Act
("AWA"). (Id. ¶¶ 83–105).

The Complaint's prayers 10 for relief request unpaid minimum and overtime wages, liquidated and
treble damages, 11 reasonable attorneys' fees and costs, and applicable interest. 12 Plaintiff served
WRD, ABC, and Harding on March 28, 2025 (Docs. 6–8) and when 13 they did not appear or
timely respond to the Complaint, sought entry of default judgment 14 (Doc.

10). The Clerk entered default against WRD, ABC and Harding on May 30, 2025 15 (Doc. 11).
Plaintiff subsequently filed the pending Motion for Default Judgment (Doc. 16 16). Defendants
have not responded and have not otherwise appeared in this action. 17 III. Legal Standards 18
"When a party against whom a judgment for affirmative relief is sought has failed 19 to plead or

otherwise defend, and that failure is shown by affidavit or otherwise, the clerk 20 must enter the party's default." Fed.

R. Civ. P. 55(a). The plaintiff may thereafter apply 21 for entry of a default judgment by the Court. Fed. R. Civ. P. 55(b)(2). In deciding whether 22 to grant default judgment, the Court may consider: "(1) the possibility of prejudice to the 23 plaintiff[;] (2) the merits of plaintiff's substantive claim[;] (3) the sufficiency of the 24 complaint[;] (4) the sum of money at stake in the action; (5) the possibility of a dispute 25 concerning material facts; (6) whether the default was due to excusable neglect[;] and (7) 26 the strong policy underlying the Federal Rules of Civil Procedure favoring decisions on 27 the merits." *Eitel v. McCool*, 782 F.2d 1470, 1471–72 (9th Cir.

1986). Upon default, the 28 factual allegations in the complaint are taken as true except those relating to the amount of 1 damages. *Geddes v. United Fin. Grp.*, 559 F.2d 557, 560 (9th Cir. 1977). The Court may 2 conduct an evidentiary hearing to determine the amount of damages, establish the truth of 3 an allegation, or investigate any other matter. Fed. R. Civ.

P. 55(b)(2)(B)-(D). 4 IV. Discussion 5 Plaintiff asks that the Court enter default judgment in his favor because all seven 6 Eitel factors are in his favor. He says he is entitled to 16,500.00 in damages. (See Doc. 16 7 at 3-14).

The Court largely agrees with Plaintiff. 8 A. Jurisdiction 9 Before entering judgment against Defendants, the Court must be assured it has 10 jurisdiction over this matter and over the defaulting Defendants. 11 Plaintiff brings unpaid wage claims under the FLSA, AMWA, and AWA. (Doc. 1). 12 The Court has subject matter jurisdiction over Plaintiff's FLSA claim because it arises 13 under the laws of the United States.

See 28 U.S.C. § 1331. The Court has supplemental 14 subject matter jurisdiction over Plaintiff's AMWA and AWA claims because the state law 15 claims "are so related to" the federal FLSA claim "that they form part of the same case or 16 controversy" under Article III of the Constitution. 28 U.S.C. § 1367(a).

The Court has 17 personal jurisdiction over the Defendants Plaintiff seeks default against because they have 18 purposefully conducted business in Arizona, Plaintiff's wage claims arise out of 19 Defendants' forum-related business activities, and Defendants have sufficient minimum 20 contacts with Arizona such that the exercise of jurisdiction does not offend traditional 21 notions of fair play and substantial justice.

22 B. The Eitel Factors 23 A court's decision whether to enter a default judgment is a discretionary one. 24 *Aldabe v. Aldabe*, 616 F.2d 1089, 1092 (9th Cir. 1980); see also *Eitel*, 782 F.2d at 1471 25 (describing factors "which may be considered by court in exercising discretion as to the 26 entry of default judgment").

In applying the Eitel factors, “the general rule is that well-pleaded allegations in the complaint regarding liability are deemed true[,]” and the district court “is not required to make detailed findings of fact.” *Fair Hous. of Marin v. Combs*, 1285 F.3d 899, 906 (9th Cir. 2002). “However, necessary facts not contained in the pleadings, and claims which are legally insufficient, are not established by default.” *Cripps v. Life Ins.*

Co. of N. Am., 980 F.2d 1261, 1267 (9th Cir. 1992). 4 1. The First, Fifth, Sixth, and Seventh Factors 5 The Court can summarily address the first, fifth, sixth, and seventh Eitel factors 6 because defaulting Defendants have failed to participate in the litigation.

The first Eitel factor weighs in favor of default judgment because denying Plaintiff’s motion will leave him “without other recourse for recovery.” *PepsiCo, Inc. v. Cal. Sec. Cans*, 238 F. Supp. 92d 1172, 1177 (C.D. Cal. 2002).

The fifth Eitel factor weighs in favor of default judgment 10 because there is no dispute over material facts due to Defendants’ failure to participate in 11 the litigation. See *id.* at 1177 (ruling that “[u]pon entry of default, all well-pleaded facts in 12 the complaint are taken as true, except those relating to damages.”).

The sixth Eitel factor 13 weighs in favor of default judgment because Defendants were properly served with 14 process, and it is unlikely that their failure to answer was the result of excusable neglect. 15 See *Shanghai Automation Instrument Co. v. Kuei*, 194 F. Supp. 2d 995, 1005 (N.D. Cal. 16 2001) (ruling that there was no excusable neglect when defendants were properly served 17 with the complaint, notice of entry of default, and papers in support of the plaintiff’s motion 18 for entry of default judgment).

Although the seventh Eitel factor, which considers the 19 policy favoring a decision on the merits, generally weighs against default judgment, the 20 existence of Federal Rule of Civil Procedure 55(b) “indicates that this preference, standing 21 alone, is not dispositive.” *PepsiCo*, 238 F. Supp. 2d at 1177.

Therefore, the first, fifth, and 22 sixth Eitel factors weigh in favor of default judgment, while the seventh Eitel factor is 23 neutral. 24 2. The Second and Third Factors 25 The merits of Plaintiff’s claims and the sufficiency of the complaint are often 26 “analyzed together and require courts to consider whether a plaintiff has stated a claim on 27 which it may recover.” *Vietnam Reform Party v. Viet Tan - Vietnam Reform Party*, 416 F. 28 Supp. 3d 948, 962 (N.D.

Cal. 2019) (cleaned up). Of all the Eitel factors, “courts often 1 consider the second and third factors to be the most important.” *Id.* (cleaned up). After 2 reviewing Plaintiff’s Complaint, the Court concludes that Plaintiff states plausible claims 3 against Defendants under the FLSA, AMWA, and AWA. 4 i. Plaintiff’s FLSA Claim for Failure to Pay Overtime (Count One) 5 and Plaintiff’s FLSA Claim for Unpaid Minimum Wages (Count Two) 6 The FLSA requires employers

to pay their employees a minimum hourly wage and 7 additional overtime wages for any time spent working in excess of a forty-hour workweek 8 (not less than one and a half times the hourly wage).

29 U.S.C. §§ 206(a), 207(a). “To 9 establish a minimum wage or overtime violation of the FLSA, Plaintiff must establish three 10 elements: (1) [h]e was an employee of Defendants, (2) [h]e was covered under the FLSA, 11 and (3) Defendants failed to pay h[im] minimum wage or overtime wages.” *Smith v. Nov. 12 Bar N Grill LLC*, 441 F. Supp. 3d 830, 834 (D. Ariz. 2020).

13 a. Employee 14 Under the FLSA, an “employee” is “any individual employed by an employer” and 15 an “employer” includes “any person acting directly or indirectly in the interest of an 16 employer in relation to an employee[.]” 29 U.S.C. § 203(d), (e)(1). “An individual can be 17 subject to liability under the FLSA as an employer if they ‘exercise control over the nature 18 and structure of the employment relationship, or economic control over the relationship.’ ” 19 *Avila v. JBL Cleaning Servs.*

LLC, 2024 WL 863710, at *3 (D. Ariz. Feb. 29, 2024) 20 (quoting *Boucher v. Shaw*, 572 F.3d 1087, 1091 (9th Cir. 2009)). 21 Plaintiff alleges that Defendants are “employers” and that he is an “employee” under 22 the FLSA. (Doc. 1, ¶¶ 14, 17, 19). Plaintiff alleges that he was Defendants’ employee at 23 all relevant times and that they controlled his work schedule and conditions of employment, 24 supervised his work, maintained his employment records, determined his wages and 25 method of payment, and had authority to hire and fire employees.

(Doc. 1 ¶¶ 14–19). 26 Plaintiff has sufficiently alleged that he was Defendants’ employee for purposes of the 27 FLSA. See *Avila*, 2024 WL 863710, at *4. 28 / / / 1 b. FLSA Coverage 2 There are two types of coverage under the FLSA: individual and enterprise. See 3 *Chao v. A-One Med. Servs., Inc.*, 346 F.3d 908, 914 (9th Cir. 2003). An employee has 4 individual coverage if, during his work, he “is engaged in commerce[.]” 29 U.S.C. 5 § 206(a).

An employee has enterprise coverage if she works for an “enterprise engaged in 6 commerce[.]” *Id.* Plaintiff sufficiently alleges that during his work for Defendants he was 7 “employed by an enterprise engaged in commerce that had annual gross sales of at least 8 \$500,000 in” 2023 and 2024. (Doc. 1 ¶¶ 36–40). See 29 U.S.C. § 203(s)(1). 9 c. Failed to Pay Minimum Wage or Overtime Wage 10 The FLSA’s minimum wage provision entitles employees to a wage “not less than 11 \$7.25 an hour.” 29 U.S.C. § 206(a).

To state a plausible minimum wage claim under the 12 FLSA, a plaintiff must allege that his weekly wages fall below the statutory minimum. 13 *Heck v. Heavenly Couture, Inc.*, No. 3:17-CV-0168-CAB-NLS, 2017 WL 4476999, at *4 14 (S.D. Cal. Oct. 6, 2017); see also *Alvarez v. IBP, Inc.*, 339 F.3d 894, 914-15 (9th Cir. 2003) 15 (cleaned up) (“We have approved approximated awards where plaintiffs can establish, to 16 an imperfect degree of certainty, that they have

performed work and have not been paid in 17 accordance with the FLSA.”) “To bring an FLSA claim for unpaid overtime wages, a 18 plaintiff must allege at least one workweek in which []he worked in excess of forty hours 19 and [was] not paid overtime wages.” Avila, 2024 WL 863710, at *4 (citing Landers, 771 20 F.3d at 646).

21 Plaintiff contends that Defendants hired him to work as a wholesale distributor at a 22 semimonthly rate of \$2,500.00. (Id. ¶¶ 42, 44). Plaintiff avers that he worked 23 approximately between 48 and 50 hours per workweek for six workweeks and was only 24 compensated for two of those workweeks. (Id. ¶¶ 53-60). Plaintiff alleges that Defendants 25 never paid him overtime.

(Id. ¶ 75, 85.) Plaintiff sufficiently states claims for unpaid 26 minimum and overtime wages under the FLSA. 27 / / / 28 1 iii. Plaintiff’s AMWA Claim for Unpaid Minimum Wages (Count Three) 2 The AMWA establishes the minimum wage an employer must pay an employee in 3 Arizona. A.R.S. § 23-363(A)-(C).

The Arizona minimum wage for 2025 requires Arizona 4 employees to be paid no less than \$14.70 per hour. A.R.S. § 23-363(B). To state a claim 5 under the AMWA, a plaintiff must allege that he was not paid the applicable minimum 6 wage for the hours he worked. *Coe v. Hirsch, et al.*, No. CV-21-00478-PHX-SMM 7 (MTM), 2021 WL 5634798, at *2 (D. Ariz. Dec. 1, 2021).

With a few exceptions not 8 relevant here, the AMWA defines an “employee” as “any person who is or was employed 9 by an employer” and includes in the definition of “employer” any “limited liability 10 company... [and] individual... acting directly or indirectly in the interest of an employer 11 in relation to an employee[.]” A.R.S. § 23-362(A)–(B). 12 Defendants can be held liable under the AMWA as employers because Plaintiff 13 alleges that WRD and ABC are limited liability companies and Harding acted in its interest 14 in relation to employees.

Plaintiff has also sufficiently alleged that Defendants failed to 15 pay him any wages for approximately four workweeks of his employment with them. 16 (Doc. 1 ¶¶ 96–97). 17 iv. Plaintiff’s AWA Claim for Unpaid Wages 18 The AWA requires that “[e]ach employer, on each of the regular paydays, shall pay 19 to the employees all wages due to the employees up to that date[.]” A.R.S. § 23-351(C).

20 The AWA defines an “employee” as “any person who performs services for an employer 21 under a contract of employment either made in this state or to be performed wholly or 22 partly within this state.” A.R.S. § 23-350(2).

The term “employer” is defined more 23 narrowly under AWA than it is under the AMWA and FLSA. Under the AWA, an 24 employer is defined as “any individual, partnership, association, joint stock company, trust 25 or corporation, the administrator or executor of the estate of a deceased individual or the 26 receiver, trustee or successor of any of such persons employing any person.” A.R.S. § 23- 27 350(3). “This statutory definition does not, in other words, authorize

individual liability 28 1 against the owners, officers, and directors of a corporate employer in a case where the claim 2 is for the employer's wholesale failure to pay wages." *Rosen v. Fasttrak Foods LLC*, 2021 3 WL 2981590, at *5 (D.

Ariz. July 15, 2021) (citation omitted). 4 Plaintiff's allegations that he was employed by Defendants and that they paid him 5 no compensation for four workweeks are sufficient to state a claim against WRD and ABC. 6 Due to the narrow definition of employer under the AWA, however, liability cannot stand 7 against Harding individually for his AWA claim. 8 3.

The Fourth Factor 9 Under the fourth Eitel factor, the Court considers the amount of money at stake in 10 relation to the seriousness of the defendant's conduct. See *PepsiCo*, 238 F. Supp. 2d at 11 1176. "If the sum of money at stake is completely disproportionate or inappropriate, 12 default judgment is disfavored." *Gemmel v. Systemhouse, Inc.*, 2008 WL 65604, at *4 (D.

13 Ariz. Jan. 3, 2008). Where a plaintiff seeks only statutory damages, this factor generally 14 weighs in favor of default judgment. See *G & G Closed Cir. Events LLC v. Espinoza*, 2020 15 WL 377095, at *3 (D. Ariz. Jan. 23, 2020). 16 Accepting the complaint's allegations as true, Defendants failed to pay Plaintiff the 17 wages he was due in violation of both federal and state law.

Plaintiffs seek statutory 18 damages in the amounts of \$15,000.00 in trebled unpaid wages and \$1,500.00 in liquidated 19 overtime damages, for a total of \$16,500.00. (Doc. 16 at 11). The Court does not conclude 20 that these amounts are disproportionate to the seriousness of Defendants' misconduct, and 21 this too favors default judgment. Compare *Wong v. White Rock Phlebotomy, LLC*, 2024 22 WL 897002 *6 (D.

Ariz. Feb. 13, 2024) (finding defendants' alleged violations of state and 23 federal law was serious enough to justify recover of \$118,973.58 in damages). 24 4. Conclusion 25 Six of the seven Eitel factors favor default judgment.

The Court therefore concludes 26 that default judgment is appropriate. 27 C. Damages 28 "The general rule of law is that upon default the factual allegations of the complaint, 1 except those relating to the amount of damages, will be taken as true." *Geddes v. United 2 Fin. Grp*, 559 F.2d 551, 560 (9th Cir. 1977). "A default judgment must not differ in kind 3 from, or exceed in amount, what is demanded in the pleadings." Fed.

R. Civ. P. 54(c). A 4 plaintiff must "prove all damages sought in the complaint." *Philip Morris USA, Inc. v. 5 Castworld Prod., Inc.*, 219 F.R.D. 494, 498 (C.D. Cal. 2003). "[A] default judgment for 6 money may not be entered without a hearing unless the amount claimed is a liquidated sum 7 or capable of mathematical calculation." *Davis v. Fendler*, 650 F.2d 1154, 1161 (9th Cir.

8 1981). District courts within the Ninth Circuit have held that written affidavits or 9 declarations are acceptable in lieu of a hearing. *Yelp Inc. v. Catron*, 70 F. Supp. 3d 1082, 10 1100-01 (N.D. Cal. 2014) (“To recover damages after securing a default judgment, a 11 plaintiff must prove the relief it seeks through testimony or written affidavit.”); *Wecosign, 12 Inc. v. IFG Holdings, Inc.*, 845 F. Supp. 2d 1072, 1079 (C.D.

Cal. 2012) (“[A] ‘hearing’.. 13. need not include live testimony, but may instead rely on declarations submitted by the 14 parties, so long as notice of the amount requested is provided to the defaulting party.”). 15 When a defendant is found liable under the FLSA, the plaintiff is entitled to their 16 unpaid minimum wages, their unpaid overtime wages, “and an additional equal amount as 17 liquidated damages.” 29 U.S.C. § 216(b); see *Avila*, 2024 WL 863710, at *6 (“Double 18 damages are the norm, and single damages are the exception.”) (citing *Alvarez v. IBP, Inc.*, 19 339 F.3d 894, 910 (9th Cir.

2003)); *Chao*, 346 F.3d at 920 (same and noting that “these 20 liquidated damages represent compensation, and not a penalty.”) (citations omitted). When 21 a defendant is found liable under the AMWA for failure to pay minimum wages, the 22 plaintiff is entitled to treble damages—the underpaid wages, including interest thereon, 23 “and an additional amount equal to twice the underpaid wages[.]” A.R.S. § 23-364(G); see 24 *Bhular v. Asteri Gp.*

Home LLC, 2024 WL 1160721, at *3 (D. Ariz. Feb. 29, 2024) 25 (awarding “trebled damages for unpaid regular wages” under § 23-364(G)). Likewise, 26 when a defendant is found liable under the AWA for failure to pay wages, the plaintiff may 27 recover “an amount that is treble the amount of the unpaid wages.” A.R.S. § 23-355(A); 28 see *Avila*, 2024 WL 863710, at *6 (same).

1 Plaintiff requests total damages in the amount of \$16,500.00, consisting of 2 \$15,000.00 in trebled unpaid wages under the AWA, and \$1,500.00 in doubled liquidated 3 overtime damages under the FLSA. (Doc. 16 at 10–11).1 Plaintiff can meet his burden of 4 providing an evidentiary basis for the statutory damages he seeks by showing that he in 5 fact performed work for which he was unpaid and presenting evidence to show the amount 6 of that work “as a matter of a just and reasonable inference.” *Brock v. Seto*, 790 F.2d 1446, 7 1448 (9th Cir.

1986) (quoting *Anderson v. Mt. Clemens Pottery Co.*, 328 U.S. 680, 687 8 (1946)); see *Alvarez*, 339 F.3d at 914–15 (noting that the Ninth Circuit has approved 9 approximated awards where “plaintiffs can establish, to an imperfect degree of certainty,” 10 that they have performed work for which they have not been paid); *Avila*, 2024 WL 11 863710, at *7 (awarding the plaintiff’s estimated damages because they were provided for 12 by statute and adequately supported by the calculations in her default judgment motion and 13 supporting affidavit).

14 Here, Plaintiff’s Motion is supported with his declaration that avows that he 15 “worked for Defendants as a wholesale distributor from approximately December 16, 2024, 16 through

approximately January 27, 2025, or about six workweeks,” that his rate of pay “was approximately \$5,000 per month” and that he “was not paid any wages whatsoever for the remaining four workweeks of my employment.” (Doc.

16-1 ¶¶ 6–9). He “conservatively estimate[s]” he worked “approximately 50 hours, for a total of 200 hours” in each of the four unpaid workweeks and was never paid overtime. (Id. ¶ 10). Plaintiff reasonably estimates that his unpaid wages are \$5,000.00 and his unpaid overtime wages are \$740.00. (Doc. 16 at 10–11). Pursuant to the FLSA, the \$740.00 owed Plaintiff correctly does not seek to stack minimum wage damages.

See id. at 10 24 (explaining that the larger AWA damages engulf the smaller FLSA and AMWA amounts); see also Avila, 2024 WL 863710, at *6 (noting that there is no basis to authorize stacked awards under the FLSA, AMWA, and AWA) (citation omitted). See also Barrons v. Smallwood, 2024 WL 5056412 at *2 (D. Ariz. Dec. 10, 2024) (“Courts in the District of Arizona routinely conclude that plaintiffs bringing AWA, AMWA, and FLSA claims are entitled only to the maximum amount of damages under either the state or federal statutes.

27 Thus, at least where an AWA claim is subject to trebling, it will generally engulf the amount owed under the FLSA and/or the AMWA, such that the latter claims are relevant only where, as here, certain defendants may be jointly and severally liable for the FLSA and AMWA violations but not for the AWA violations.”) (cleaned up). 1 for unpaid overtime wages must be doubled to \$1,480.00.2 See 29 U.S.C. § 216(b); Hetland 2 v. Hirsch, 2022 WL 657354, at *6 (D.

Ariz. Mar. 4, 2022). The \$5,000.00 owed for unpaid 3 wages may be trebled to \$15,000.00 under the AWA. See A.R.S. § 23-355; Rosen v. 4 Fasttrak Foods LLC, 2021 WL 2981590, *4 (D. Ariz. 2021) (“The Court possesses wide 5 discretion in determining whether to award treble damages under § 23-355.”).

For 200 6 unpaid hours at \$14.70 per hour, Plaintiff accurately calculates that his state unpaid 7 minimum wages claim totals \$2,940.00, which, after trebling, amounts to \$8,820.00 upon 8 which all Defendants should be jointly and severally liable. (Doc. 16 at 10). 9 Plaintiff also is entitled to an award of reasonable attorneys’ fees and costs. See 10 Cramton v. Grabbagreen Franchising LLC, 2022 WL 1719687, at *24 (D.

Ariz. May 27, 11 2022) (“[B]ecause Cramton prevailed on her AMWA claim in Count Four against Keely, 12 she is entitled to recover her reasonable attorneys’ fees and costs[.]”) (citing A.R.S. § 23- 13 364(G)); Xalamihua v. GGC Legacy Janitorial Servs. LLC, 2024 WL 942101, at *1 14 (D. Ariz. Mar. 5, 2024) (“The FLSA requires that the prevailing party be awarded 15 reasonable attorney fees and costs.”) (citing 29 U.S.C. § 216(b)).

16 Accordingly, 17 IT IS ORDERED that Plaintiff’s Motion for Default Judgment (Doc. 16) is 18 granted in part and denied in part. The Clerk of Court shall enter judgment in favor of 19 Plaintiff

and against Defendants WRD Global LLC and American Business Consultants, 20 LLC in the amount of \$16,480.00 plus post-judgment interest at the applicable statutory 21 rate.

Defendant Douglas Harding is jointly and severally liable with Defendants WRD 22 Global LLC and American Business Consultants, LLC for \$10,300.00 of that sum. Post 23 judgment interest on the above amounts shall accrue at a rate of 4.08% per annum as of 24 July 17, 2025. 25 / / / 26 / / / 27 / / / 28 2 Plaintiff includes an unexplained additional \$20.00 in his doubling calculation.

This is the only point on which the Court disagrees with the Motion. 1 IT IS FINALLY ORDERED that Plaintiff may file a motion for attorneys' fee 2|| within 14 days after entry of judgment. See LRCiv 54.2. 3 Dated this 25th day of March, 2026. 4 6 norable'Diang4. Hunfetewa 7 United States District Judge 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 -12-