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UNITED STATES DISTRICT COURT  
NORTHERN DISTRICT OF CALIFORNIA

THE BOARD OF TRUSTEES, in their capacities as Trustees of the CEMENT MASONS HEALTH AND WELFARE TRUST FUND FOR NORTHERN CALIFORNIA, *et al.*,

Plaintiffs,

v.

CHARLES B. HARDING CONSTRUCTION, INC., A Suspended California Corporation,

Defendant.

No. C-14-1140 EMC

**ORDER GRANTING PLAINTIFFS' MOTION FOR DEFAULT JUDGMENT**

**(Docket No. 24)**

Plaintiffs are fiduciaries for the following trust funds: the Cement Masons Health and Welfare Trust Fund of Northern California, Cement Masons Pension Trust Fund for Northern California, Cement Masons Vacation/Holiday Trust Fund for Northern California, and the Cement Masons Apprenticeship and Training Trust Fund for Northern California (collectively, the "Trust Funds"). The Trust Funds are all employee benefit plans. *See* Docket No. 1 (Complaint). The Trust Funds filed this lawsuit against Defendant Charles B. Harding Construction, Inc. ("Harding Construction"), a suspended California corporation, asserting claims pursuant to the Employee Retirement Income Security Act ("ERISA")<sup>1</sup> and the Labor Management Relations Act ("LMRA").<sup>2</sup>

<sup>1</sup> Codified at 29 U.S.C. § 1132, *et seq.*

<sup>2</sup> Codified at 29 U.S.C. § 185, *et seq.*

1 After Harding Construction failed to respond to the Trust Funds' complaint, the clerk of this  
2 court entered default against the Defendant on July 14, 2014. *See* Docket No. 20. Trust Funds  
3 thereafter moved this Court for entry default judgment. *See* Docket No. 24. On October 29, 2014, this  
4 Court ordered the Trust Funds to submit supplemental briefing and evidence regarding their claimed  
5 damages. *See* Docket No. 28. On December 1, 2014, this Court again ordered the Trust Funds to  
6 submit supplemental briefing, this time providing evidence in support of their attorneys's fees request.  
7 Docket No. 33. A hearing was held December 18, 2014. Having considered the Plaintiffs' briefs and  
8 accompanying submissions, the Court hereby **GRANTS** the motion for default judgment.

9 **I. FACTUAL & PROCEDURAL BACKGROUND**

10 On October 16, 2003, Harding Construction entered into a Memorandum Agreement with the  
11 District Council of Plasterers and Cement Masons of Northern California ("Union"). *See* Docket No.  
12 26 (Lauziere Decl., Ex. B) ("Memorandum Agreement"). Under the Memorandum Agreement,  
13 Defendant agreed to comply with all "wages, hours and working conditions" set forth in the 1999-  
14 2005 Cement Masons Master Agreement for Northern California ("Master Agreement").<sup>3</sup> *Id.*  
15 Specifically, Harding Construction agreed to pay employer contributions to the various Trust Funds  
16 that are Plaintiffs here. *Id.*; *see also* Lauziere Decl., Ex. A (Master Agreement § 8); Lauziere Decl.,  
17 Ex. C (Welfare Trust Agreement Art. II, § 10). Defendant continues to be bound by the Master  
18 Agreement unless it provides the Union with written notice of its desire to change or cancel the  
19 Master Agreement. Lauziere Decl., Ex. B.

20 As relevant here, the trust agreements for the Trust Funds contain provisions that require  
21 Harding Construction to: (1) make contributions in a timely manner, *see, e.g.*, Lauziere Decl, Ex. C  
22 (Welfare Trust Agreement Art. II, § 10); (2) pay liquidated damages for any delinquent contribution,  
23 *see, e.g.*, Welfare Trust Agreement Art. II, § 10; (3) pay the Trustees' reasonable attorneys' fees and  
24 costs if the Board of Trustees ("Board") consults legal counsel, or files a suit or claim, *see, e.g.*,  
25 Welfare Trust Agreement, Art. IV, § 3; and (4) submit to an audit by the Board so that the Board

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<sup>3</sup> Defendant also agreed to be bound by any future modifications, changes, amendments, supplements, extensions, or renewals of the Master Agreement. *Id.*

1 may determine whether the employer is making full and prompt payment of all contributions owed  
2 to the Trust Funds. *See, e.g.*, Welfare Trust Agreement, Art. IV, § 7.

3 Pursuant to the Master Agreement and the trust agreements, Harding Construction submitted  
4 to an audit of its books and records from the period of January 2007 to December 2010. The audit  
5 revealed that contributions had not been submitted to the Trust Funds as required by the agreements.  
6 On March 11, 2014, Plaintiffs filed this action after Defendant refused to pay delinquent amounts  
7 allegedly due and owed, as requested by the Trust Funds. *See* Docket No. 1. The Trust Funds now  
8 request the Court grant them the following relief: (1) \$41,033.05 in unpaid fringe benefits  
9 contributions as revealed by the audit; (2) \$40,175.90 in liquidated damages and interest;<sup>1</sup> (3)  
10 \$12,427.50 in attorney’s fees and \$3,005.66 in costs relating to the prosecution of this action; and  
11 (4) a mandatory injunction ordering Harding Construction to permit auditors to come onto its  
12 premises and to submit to an audit of its financial records for the period from January 1, 2011, to the  
13 present date. Plaintiffs also ask the Court to retain jurisdiction to enforce any injunction and to  
14 entertain a further damages award should the audit disclose additional amounts owed by Defendant.

15 **II. DISCUSSION**

16 A. Adequacy of Service of Process

17 As a preliminary matter, the Court must first “assess the adequacy of the service of process  
18 on the party against whom default is requested.” *Board of Trustees of the N. Cal. Sheet Metal*  
19 *Workers v. Peters*, No. 00-cv-0395, 2000 U.S. Dist. LEXIS 19065, at \*2 (N.D. Cal. Jan. 2, 2001).  
20 Federal Rule of Civil Procedure 4(h)(1) authorizes service upon a corporation “by delivering a copy  
21 of the summons and of the complaint to an officer, a managing or general agent, or to any other  
22 agent authorized by appointment or by law to receive service of process and, if the agent is one  
23 authorized by statute to receive service and the statute so requires, by also mailing a copy to the  
24 defendant.” Fed. R. Civ. P. 4(h)(1)(B).

25 The proof of service for the summons and the complaint indicate that the documents were  
26 personally served on Charles Harding on June 5, 2014. *See* Docket No. 12. Though the record in

27 <sup>1</sup> Plaintiffs originally sought \$37,713.92 in liquidated damages and interest but modify this request in  
28 its motion for default judgment to \$40,175.90 to reflect the continuing accrual of liquidated damages  
and interest on the unpaid contributions still outstanding. *See* Lauziere Decl. ¶ 12.

1 this case does not indicate whether Charles Harding is either the owner or agent for service of  
2 process for Harding Construction, the California Secretary of State’s business entity registry<sup>2</sup> lists a  
3 Mr. Charles Burgess Harding as the agent for service of process for Defendant Charles B. Harding  
4 Construction, a suspended California Corporation. Moreover, the Contractors State License Board  
5 lists Charles Burgess Harding as the sole owner of Harding Construction.<sup>3</sup> This is sufficient  
6 evidence that the complaint and summons were served on an officer or agent authorized by law to  
7 receive service of process of Harding Construction, as required by Rule 4(h)(1). Accordingly, the  
8 Court concludes that service of process on Harding Construction was properly effectuated.

9 B. Merits of Motion for Default Judgment

10 As noted above, the Clerk entered default against Defendant on July 14, 2014. *See* Docket  
11 No. 20. After entry of default, a court may grant a default judgment on the merits of the case. *See*  
12 Fed. R. Civ. P. 55. “The district court’s decision whether to enter a default judgment is a  
13 discretionary one.” *Aldabe v. Aldabe*, 616 F.2d 1089, 1092 (9th Cir.1980). A court may consider  
14 the following factors in exercising such discretion:

- 15 (1) the possibility of prejudice to the plaintiff, (2) the merits of  
16 plaintiff’s substantive claim, (3) the sufficiency of the complaint, (4)  
17 the sum of money at stake in the action, (5) the possibility of a  
18 dispute concerning material facts, (6) whether the default was due to  
19 excusable neglect, and (7) the strong policy underlying the Federal  
20 Rules of Civil Procedure favoring decisions on the merits.

21 *Eitel v. McCool*, 782 F.2d 1470, 1471-72 (9th Cir. 1986). Because default has already been entered  
22 in this case, the Court must construe as true all of “the factual allegations of the complaint, except  
23 those relating to the amount of damages.” *TeleVideo Sys., Inc. v. Heidenthal*, 826 F.2d 915, 917-18  
24 (9th Cir. 1987).

25 The Court finds that the *Eitel* factors weigh in favor of granting default judgment. For  
26 example, as to the first factor, if the motion for default judgment were to be denied, then the Trust  
27 Funds would likely be prejudiced as they would be left without a remedy. *See Walters v.*  
28 *Shaw/Guehnemann Corp.*, No. 03-cv-04058, 2004 U.S. Dist. LEXIS 11992, at \*7 (N.D.Cal. Apr. 15,  
2004) (“To deny plaintiff’s motion [for default judgment] would leave them without a remedy.

<sup>2</sup> Available at: <http://kepler.sos.ca.gov/> (last accessed, December 1, 2014).

<sup>3</sup> *See* <http://tinyurl.com/k922abg> (last accessed, December 1, 2014).

1 Prejudice is also likely in light of the merits of their claims.”); *Pepsico, Inc. v. Cal. Sec. Cans*, 238  
2 F.Supp.2d 1172, 1177 (C.D.Cal.2002) (“If Plaintiffs' motion for default judgment is not granted,  
3 Plaintiffs will likely be without other recourse for recovery.”).

4 As for the fourth *Eitel* factor, the sum of money at stake in this action is appropriate for  
5 resolution on default judgment, particularly because the amount sought is narrowly tailored to  
6 Defendant’s specific misconduct. See *Pepsico*, 238 F.Supp.2d at 1176 (stating that “the court must  
7 consider the amount of money at stake in relation to the seriousness of Defendant’s conduct”); see  
8 also *Church Bros., LLC v. Garden of Eden Produce, LLC*, No. 11-cv-04114, 2012 WL 1155656, at  
9 \*3 (N.D. Cal. Apr. 5, 2012) (\$212,259.21 deemed “modest” and “far less than [the amount]  
10 contemplated by the court in *Eitel*”); Cf. *Eitel*, 782 F.2d at 1472 (dispute over \$2,900,000, when  
11 considered in light of disputed issues of material facts, supported the court’s decision not to enter  
12 judgment by default).

13 As to the fifth, sixth, and seventh *Eitel* factors, because Harding Construction has not filed an  
14 answer to the complaint, there is nothing to suggest that there is a possibility of a dispute concerning  
15 material facts. Nor is there any indication that Defendant’s default was due to excusable neglect, as  
16 Plaintiffs personally served the complaint on Mr. Harding. See Docket No. 12. And while public  
17 policy favors decisions on the merits, *Eitel*, 782 F.2d at 1472, Harding Construction’s choice not to  
18 defend this action renders a decision on the merits “impractical, if not impossible.” *PepsiCo*, 238 F.  
19 Supp. 2d at 11.

20 The only remaining factors that warrant additional analysis are the second and third *Eitel*  
21 factors – the merits of Trust Funds’ substantive claims and the sufficiency of those claims. Plaintiffs  
22 have provided evidence that Harding Construction entered into a Memorandum Agreement with the  
23 Union. Lauziere Decl., Ex. B. The Memorandum Agreement, which incorporates by reference a  
24 Master Agreement, holds that the Defendant agrees “to pay all sums of money for each hour paid for  
25 and worked by employees performing work covered by said Master Agreement.” *Id.*; Master  
26 Agreement § 8. The Master Agreement also incorporates by reference the trust agreements for the  
27 Trust Funds at issue, which also demand payment of employer contributions. See Master Agreement  
28 § 8; Welfare Trust Agreement Art. II § 1; Pension Trust Agreement Art. II § 1; Lauziere Decl. Ex.

1 C, Vacation/Holiday Trust Fund Agreement (“Vacation Trust Agreement”) Art. II § 1; Lauziere  
2 Decl. Ex. C, Apprenticeship and Training Trust Fund Agreement (“Training Trust Agreement”) Art.  
3 II § 1 (each providing that trust funds “shall consist of all Contributions required by the Collective  
4 Bargaining Agreement”).

5 The Trust Agreements also provide that, “[u]pon receipt of a written request from the Board,  
6 any Individual Employer will permit an auditor designated by the Board to enter upon the premises  
7 of that Individual Employer during business hours, at a reasonable time or times . . . to examine and  
8 copy books, records, papers or reports of that Individual Employer to determine whether that  
9 Individual employer is making full and prompt payment of all sums required to be paid by him or it  
10 to the Fund.” Welfare Trust Agreement Art IV § 7 (representative Trust Agreement).

11 Plaintiffs’ complaint alleges, and the Court must accept as true, *see TeleVideo Sys., Inc.*, 826  
12 F.2d at 917, that Defendant has refused to pay its delinquent contributions to the Trust Funds and  
13 failed to make contributions in a timely manner as required by the Master Agreement and trust  
14 agreements. *See* Complaint at ¶¶ 8, 13. Thus, Plaintiffs have successfully stated a claim for relief  
15 under ERISA and the LMRA. *See* 29 U.S.C. § 1145 (providing that “[e]very employer who is  
16 obligated to make contributions to a multiemployer plan under the terms of the plan or under the  
17 terms of a collectively bargained agreement shall, to the extent not inconsistent with law, make such  
18 contributions in accordance with the terms and conditions of such plan or such agreement.”); 29  
19 U.S.C. § 1132(a)(3) (authorizing, *inter alia*, a fiduciary to bring a civil action to enforce an  
20 employer’s § 1145 obligation).

21 The complaint further requests an injunction ordering Harding Construction to submit to an  
22 audit to determine additional amounts due or owed as required by the Master Agreement and the  
23 trust agreements. Complaint at ¶ 15. “Where a Fund’s trust documents, to which an employer has  
24 bound itself, specifically provide that Fund trustees can examine any of the employer’s records, an  
25 employer must comply with such agreed upon obligations.” *Eng’rs Joint Welfare, Pension,*  
26 *Supplemental Unemployment Ben. & Training Funds v. BDR Inc.*, No. 05-cv-1385, 2006 U.S. Dist.  
27 LEXIS 70967, at \*9 (N.D.N.Y Sept. 29, 2006) (citing *Central States, Southeast & Southwest*

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1 *Pension Fund v. Central Transport, Inc.*, 472 U.S. 559 (1985)). Thus, Plaintiffs have again  
2 successfully stated a claim for relief.

3 C. Damages and Other Relief.

4 Because the Court concludes that default judgment is warranted, it must determine what  
5 damages or other relief is appropriate. Plaintiffs have the burden of “proving up” their damages or  
6 the need for other requested relief. *See Board of Trustees of the Boilermaker Vacation Trust v.*  
7 *Skelly, Inc.*, 389 F. Supp. 2d 1222, 1226 (“Plaintiff has the burden of proving damages through  
8 testimony or written affidavit.”). Under 29 U.S.C. § 1132(g)(2), a court shall award a fiduciary who  
9 prevails in a § 1145 claim (A) the unpaid contributions; (B) interest on the unpaid contributions; (C)  
10 an amount equal to the greater of- (i) the interest on the unpaid contributions, or (ii) liquidated  
11 damages as specified in the plan (generally not to exceed 20 percent of the unpaid contributions);  
12 (D) reasonable attorney’s fees and costs; and (E) other appropriate legal or equitable relief. *See* 29  
13 U.S.C. § 1132(g)(2).

14 In their motion for default judgment, the Trust Funds seek to recover all outstanding  
15 contributions due and owing, interest and liquidated damages, and attorney’s fees and costs.  
16 Plaintiffs request an injunction requiring Defendant to submit to an audit of its books and records for  
17 the period from January 1, 2011, through the latest calendar quarter. Finally, Plaintiffs ask that the  
18 Court retain jurisdiction to amend any judgment entered in this case in order to incorporate any  
19 additional outstanding contributions an audit of Defendant’s books might show Harding  
20 Construction owes, including liquidated damages and interest on those sums.

21 1. Unpaid Contributions, Liquidated Damages, and Interest

22 The Trust Funds assert that from January 2007 to December 2010, Defendant Harding  
23 Construction failed to make \$41,033.05 in required contributions to the Trust Fund. *See* Docket No.  
24 30 (Supplemental Brief Regarding Damages). In support of this assertion, the Trust Funds have  
25 provided a supplemental declaration from Michelle Lauziere, the Accounts Receivable Manager for  
26 the Laborers Funds Administrative Office of Northern California, which provides administrative  
27 services for the Trust Funds. *See* Docket No. 31 (Lauziere Supp. Decl.) at ¶ 1. Ms. Lauziere’s  
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1 supplemental declaration summarizes the results of an audit performed by the Trust Funds, and  
2 describes how she calculated the amounts due and owing to the Trust Funds.

3           Based on the audit of Harding Construction’s records, Ms. Lauziere determined that  
4 Defendant had not submitted benefit contributions to the Trust Funds for 2,271.12 hours of covered  
5 work. *See* Lauziere Supp. Decl. at ¶¶ 7-13. Ms. Lauziere also provided the Court with the hourly  
6 contribution rates for the relevant periods (*i.e.*, \$15.63 per hour in December 2007 and June 2008,  
7 \$16.09 per hour in from September 2008 until November 2009, and \$16.76 per hour from December  
8 2009 to January 2010), and the number of hours of unpaid benefits for each relevant period. *Id.*  
9 Based on the evidence provided, the Court finds that the Trust Funds have met their burden of proof  
10 regarding the amount of unpaid contributions from January 2007 until December 2010--namely  
11 \$41,033.05.

12           Each of the trust agreements also contain provisions allowing for the assessment of  
13 liquidated damages on delinquent contributions, “assessed at a flat fee of \$150.00 per month” and  
14 further including “simple interest of 1.5% per month on all unpaid contributions.” *See* Lauziere  
15 Supp. Decl. at ¶ 4. Under Ninth Circuit law, an award of liquidated damages under § 1132(g)(2) is  
16 “mandatory and not discretionary.” *Operating Engineers Pension Trust v. Beck Engineering &*  
17 *Surveying Co.*, 746 F.2d 557, 569 (9th Cir. 1984).

18           Trust Funds seek \$40,175.90 in liquidated damages and interest. Ms. Lauziere has explained  
19 that this amount includes seven monthly payments of the flat \$150 liquidated damages fee (*i.e.*,  
20 \$1,050), and \$39,125.90 in accrued interest calculated at the 1.5% monthly interest rate. *See*  
21 Lauziere Supp. Decl. at ¶¶ 7-13. The Court finds that the Trust Funds have met their burden as to  
22 these claims. Consequently, the Court awards total damages to the Trust Funds in the amount of  
23 \$81,208.95.<sup>4</sup>

24           2.       Injunctive Relief

25           Plaintiffs also request an injunction directing Defendant to submit to an audit of its financial  
26 records for the period January 1, 2011, through the last calendar quarter. Specifically, the Trust  
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28           <sup>4</sup> This amount reflects the full amount of the unpaid contributions (\$41,033.05) plus the full amount of the requested liquidated damages and interest (\$40,175.90).



1 Funds require that Harding Construction be required to “permit an auditor designated by the Board  
2 to enter upon [its] premises . . . during business hours, at a reasonable time or times . . . to examine  
3 and copy books, records, papers or reports of [Defendant] to determine whether [it] is making full  
4 and prompt payment of all sums required to be paid by him or it to the Fund[s] [at issue].” Welfare  
5 Trust Agreement Art IV § 7 (representative Trust Agreement).

6 The Trust Funds’ requested injunctive relief is appropriate under ERISA to the extent the  
7 audit is tailored to the purpose of verifying that required contributions have been paid. *See*  
8 *International Painters & Allied Trades Indus. Pension Fund v. R.W. Amrine Drywall Co., Inc.*, 239  
9 F. Supp. 2d 26, 31 (D.D.C. 2002) (“ERISA authorizes the court to provide for other legal or  
10 equitable relief as the court deems appropriate [under 29 U.S.C. § 1132(g)(2)(E)]. This relief can  
11 include an injunction requiring a defendant to permit, and cooperate with, an audit of its books and  
12 records.”). Accordingly, the Court grants the Trust Funds’s claim for injunctive relief. Harding  
13 Construction is ordered to: permit an auditor designated by the Board to enter upon its premises  
14 during business hours, and at a reasonable time or times, to examine and copy books, records, papers  
15 or reports of Harding Construction to determine whether it is making full and prompt payment of all  
16 sums required to be paid to the Trust Funds at issue.

17 3. Continuing Jurisdiction

18 The Trust Funds also request that the Court retain jurisdiction over this case to monitor  
19 Harding Construction’s compliance with the audit and amend any judgment entered in this case to  
20 incorporate any unpaid contributions discovered, as well as liquidated damages and interest. Mot.  
21 for Default Judgment at 5-6. Courts of this district have found such action to be appropriate in  
22 ERISA cases. *See Walters v. Shaw/Guehnemann Corp.*, No. 03-cv-04058, 2004 U.S. Dist. LEXIS  
23 11992, at \*11-12 (N.D. Cal. Apr.15, 2004) (“This Court retains jurisdiction over this case with  
24 regard to contributions and damages determined owed to plaintiffs during the audit.”); *Carpenters*  
25 *46 Northern Cal. Counties Conference Bd. v. San Jose Woodworking, Inc.*, No. 00-cv-4690, 2001  
26 WL 1671056 (N.D. Cal. Aug.14, 2001) (“This Court shall retain jurisdiction of this matter to enforce  
27 the Order compelling an audit and payment of all amounts found due and owing.”). Accordingly, the  
28 Court will retain jurisdiction of this case with regard to any contributions and/or damages

1 determined to be owed to the Trust Funds after the latest audit has been completed and Harding  
2 Construction's monthly contribution reports provided.

3 4. Attorneys' Fees and Costs

4 The Trust Funds finally request that they be awarded their attorneys' fees and costs incurred  
5 in litigating this lawsuit. Specifically, the Trust Funds ask for \$12,427.50 in attorneys' fees and  
6 \$3,005.66 in costs. *See* Docket No. 25 (Declaration of Lozano-Batista) at ¶¶ 5, 9.

7 It is clear that costs and fees incurred by the Trust Funds are recoverable under ERISA.  
8 Section 502(g)(2) of ERISA, codified at 29 U.S.C. § 1132(g)(2), "makes the award of attorney's fees  
9 mandatory when the trustees prevail in actions to enforce and collect benefit fund contributions."  
10 *Kemmis v. McGoldrick*, 706 F.2d 993, 997 (9th Cir. 1983). It is also "well-settled that the award of  
11 attorneys' fees is a matter within the discretion of the trial court, and that an award of attorneys' fees  
12 cannot be disturbed on appeal, absent a showing of abuse of discretion." *Seymour v. Hull &*  
13 *Moreland Eng'g*, 605 F.2d 1105, 1116 (9th Cir. 1979) (cited with approval in *Kemmis v.*  
14 *McGoldrick*, 706 F.2d 993).

15 Having reviewed the Trust Fund's attorney and paralegal billing submissions, the Court finds  
16 that nearly all of the hours billed for this case seem reasonable in light of the relative simplicity of  
17 litigating this matter, and necessary to its effective prosecution. *See* Docket No. 34 (Supplemental  
18 Lozano-Batista Decl). Further, the Court finds that the rates charged by the attorneys and paralegals  
19 (\$325 per hour for two senior attorneys, \$275 per hour for two more junior attorneys, and \$145 per  
20 hour for three paralegals) are reasonable in this legal market for attorneys of similar skill and  
21 experience. *See, e.g., Board of Trustees v. Montes Bros. Construction*, No. C-14-1324 EMC, 2014  
22 WL 5768580, at \*6 (N.D. Cal. Nov. 5, 2014) (approving slightly higher rates charged by attorneys at  
23 same law firm that represents Trust Funds here). However, the Court does note a few isolated time  
24 entries in the Trust Fund's submissions that warrant specific comment, and which ultimately must be  
25 rejected.

26 The Trust Fund's legal professionals collectively billed 40 hours to the prosecution of this  
27 case. *See* Lozano-Batista Decl. at ¶ 5. Certain billed tasks, however, seem redundant or  
28 unnecessary in this default judgment case. Most notably, Mr. Lozano-Batista billed an hour of time

1 (split across four separate time entries of .25 hours each) to “Review Notice of Reassignment;”  
2 “Review order reassigning case to Edward Chen;” Review reassignment order to Judge Chen;” and  
3 “Review Order setting Case Management Conference for June 26, 2014 and assigning case to Judge  
4 Chen.” Supplemental Lozano-Batista Decl. at 8. But the order reassigning this matter from  
5 Magistrate Judge Beeler is only one paragraph long, and is even shorter on substance worthy of legal  
6 review. *See* Docket No. 9 (Reassignment Order). The Court will therefore disallow this hour of  
7 charged time, which was billed at the rate of \$325.00 per hour. The Trust Funds will therefore be  
8 awarded attorneys fees in the amount of \$12,102.50, reflecting the 39 hours of allowed time. The  
9 Trust Funds are awarded \$3,005.66 in costs.

10 **III. CONCLUSION**

11 The Court **GRANTS** the Trust Fund’s motion for default judgment in the amount of  
12 \$81,208.95, attorneys’ fees in the amount of \$12,102.50, and costs in the amount of \$3,005.66. The  
13 Court also **GRANTS** the Trust Fund’s request for injunctive relief, and orders Harding Construction  
14 to permit an auditor designated by the Board to enter upon its premises during business hours, and at  
15 a reasonable time or times, to examine and copy books, records, papers or reports of Harding  
16 Construction to determine whether it is making full and prompt payment of all sums required to be  
17 paid to the Trust Funds at issue. The Court will retain jurisdiction over enforcement of this  
18 judgment for a limited period of time.

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2 A status conference in this case will be held to discuss the status of enforcement on  
3 **Thursday, April 16, 2015, at 10:30 a.m.** Plaintiffs shall serve this Order on Harding Construction  
4 and shall file a proof of service with the Court within seven (7) days from the date of this Order.

5 This Order disposes of Docket No. 24.

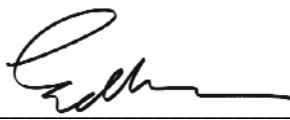
6 IT IS SO ORDERED.

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8 Dated: December 18, 2014

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EDWARD M. CHEN

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United States District Judge

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