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**United States District Court  
Central District of California**

TRUSTEES OF THE OPERATING  
ENGINEERS PENSION TRUST et al.,

Plaintiffs,

v.

WEST COAST BORING, INC., a  
California corporation,  
Defendant.

Case No. 2:19-cv-06546-ODW (PLAx)

**ORDER DENYING PLAINTIFFS'  
MOTION FOR  
RECONSIDERATION [24]**

**I. INTRODUCTION**

Plaintiffs brought suit against Defendant for delinquent contributions. Plaintiffs moved for default judgment, which the Court granted in part and denied in part. (*See* Order Granting in Part and Den. in Part Mot. for Default J. (“Order”), ECF No. 22.) Plaintiffs now move for reconsideration of the Court’s Order (“Motion”). (Mot. for Recons. (“Mot.”), ECF No. 24.) For the reasons discussed below, the Court **DENIES** Plaintiffs’ Motion.<sup>1</sup>

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<sup>1</sup> After carefully considering 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 Plaintiffs Trustees of the Operating Engineers Pension Trust, Trustees of the  
3 Operating Engineers Health and Welfare Fund, Trustees of the Operating Engineers  
4 Vacation-Holiday Savings Trust, Trustees of the Operating Engineers Training Trust,  
5 Trustees of the Operating Engineers Local 12 Defined Contribution Trust, Fund for  
6 Construction Industry Advancement, Engineers Contract Compliance Committee Fund,  
7 Contract Administration Fund, Southern California Partnership For Jobs Fund, and  
8 Operating Engineers Workers Compensation Trust (collectively, “Plaintiffs” or “Trust  
9 Funds”) initiated this action against Defendant West Coast Boring, Inc. (“WCB”) for  
10 breaches of the collective bargaining agreement (“CBA”) between Local Union 12  
11 (“Local 12”) and WCB, and the Principle Employee Program Participation Agreement  
12 (the “PEPPA”) between WCB and its principle employee, Robert Sanders. (*See*  
13 *Compl.*, ECF No. 1.) Specifically, Trust Funds alleged that WCB failed to pay  
14 contributions to a multiemployer plan from September 2018 through February 2019 and  
15 failed to provide monthly reports from April 2019 through January 2020, in violation  
16 of the CBA. (*Compl.* ¶¶ 17–18.) Trust Funds further alleged that WCB failed to pay  
17 flat rate contributions on behalf of Sanders for work performed during the months of  
18 September 2018 through June 2019, in violations of the PEPPA. (*Compl.* ¶ 20.)

19 WCB failed to respond to Trust Funds’ complaint and Trust Funds moved for  
20 default judgment. (*Mot. for Default J.*, ECF No. 16.) The Court granted in part and  
21 denied in part Trust Funds’ Motion for Default Judgment. (*See Order.*) Specifically,  
22 the Court granted default judgment and awarded \$17,915.40 for delinquent fringe  
23 benefit contributions, as well as interest and liquidated damages. (*Order 10.*) However,  
24 the Court declined to award \$3252.90 in delinquent contributions because Trust Funds  
25 did not seek these damages in the complaint. The Court also declined to award  
26 \$61,332.00 sought in flat rate monthly contributions for Sanders because Trust Funds’  
27 supporting evidence consisted of conclusory statements in the Declaration of Bernardo  
28 Ramos. (*Order 10.*) Finally, Trust Funds requested attorneys’ fees in excess of the

1 Local Rule 55-3 schedule; however, the Court found Trust Funds’ billing records  
2 deficient for a lodestar analysis and accordingly awarded attorneys’ fees pursuant to  
3 Local Rule 55-3. (Order 11.)

4 Trust Funds now move for reconsideration of the Court’s Order in part, pursuant  
5 to Federal Rule of Civil Procedure 60(b) and Local Rule 7-18. (Mot. 1–2.) Specifically,  
6 Trust Funds ask the Court to reconsider the portions of the Order denying \$61,332.00  
7 in damages and awarding attorneys’ fees pursuant to Local Rule 55-3. (Mot. 1.)

### 8 III. LEGAL STANDARD

9 Under Federal Rule of Civil Procedure (“Rule”) 60(b), the Court may grant relief  
10 to a party from a final judgment, order, or proceeding only upon a showing of  
11 (1) mistake, inadvertence, surprise, or excusable neglect; (2) newly discovered  
12 evidence; (3) fraud; (4) a void judgment; (5) a satisfied judgment; or (6) another reason  
13 that justifies relief. Fed. R. Civ. P 60(b). “Judgments are not often set aside under  
14 Rule 60(b)(6). Rather, the Rule is used sparingly as an equitable remedy to prevent  
15 manifest injustice . . . .” *Latshaw v. Trainer Wortham & Co.*, 452 F.3d 1097, 1103 (9th  
16 Cir. 2006) (internal quotation marks omitted). Under Rule 60(b)(6), the party seeking  
17 relief “must demonstrate both injury and circumstance beyond [its] control that  
18 prevented [it] from proceeding with the action in a proper fashion.” *Id.* (alterations  
19 omitted). “Motions for relief from judgment pursuant to Rule 60(b) are addressed to  
20 the sound discretion of the district court . . . .” *Casey v. Albertson’s Inc.*, 362 F.3d 1254,  
21 1257 (9th. Cir. 2004).

22 Local Rule 7-18 places additional limitations on motions for reconsideration.  
23 “No motion for reconsideration shall in any manner repeat any oral or written argument  
24 made in support of or in opposition to the original motion.” C.D. Cal. L.R. 7-18.  
25 Grounds for a motion for reconsideration are limited to:

- 26 (a) a material difference in fact or law from that presented to  
27 the Court before such decision that in the exercise of reasonable  
28 diligence could not have been known to the party moving for  
reconsideration at the time of such decision, or

- 1 (b) the emergence of new material facts or a change of law  
2 occurring after the time of such decision, or  
3 (c) a manifest showing of a failure to consider material facts  
4 presented to the Court before such decision.

5 C.D. Cal. L.R. 7-18; see *In re Countrywide Fin. Corp. Mortg.-Backed Sec. Litig.*, 966  
6 F. Supp. 2d 1031, 1036 (C.D. Cal. 2013). “Whether to grant a motion for  
7 reconsideration under Local Rule 7-18 is a matter within the court’s discretion.”  
8 *Daghlian v. DeVry Univ., Inc.*, 582 F. Supp. 2d 1231, 1251 (C.D. Cal. 2007).

9 Displeasure with the outcome alone is insufficient; unless the moving party  
10 shows that one of the factors exists, reconsideration is not appropriate. See *Arteaga v.*  
11 *Asset Acceptance, LLC*, 733 F. Supp. 2d 1218, 1236 (E.D. Cal. 2010) (“A party seeking  
12 reconsideration must show more than a disagreement with the [c]ourt’s decision, and  
13 recapitulation of the cases and arguments considered by the court before rendering its  
14 original decision fails to carry the moving party’s burden.”).

#### 14 IV. DISCUSSION

15 Trust Funds move for reconsideration on the grounds that the “Court erred in  
16 concluding that the statements by [Ramos] were conclusory” and in awarding attorneys’  
17 fees based on the Local Rule 55-3 schedule. (Mot. 1.)

18 To begin, Trust Funds fail to address any of the factors required for  
19 reconsideration. They do not demonstrate excusable neglect, newly discovered  
20 evidence, or fraud, misrepresentation, or misconduct pursuant to Rule 60(b), nor do they  
21 point to any “extraordinary circumstances” that would justify reconsideration. Neither  
22 do they provide a material difference in law from that available before the Court’s  
23 decision, new material facts or a change in law, or a manifest failure by the Court to  
24 consider material facts, pursuant to Local Rule 7-18. Instead, Trust Funds merely repeat  
25 previously provided facts and evidence to argue the statements in the Ramos  
26 Declaration were not conclusory, as the Court found. (See Mot. 2–3 (reiterating the  
27 contents of the Ramos Declaration and arguing the statements are not conclusory).)  
28 However, disagreement with the Court’s conclusions does not warrant reconsideration.

1 *Arteaga*, 733 F. Supp. 2d at 1236. Trust Funds may not “ask the Court to rethink what  
2 the Court has already thought through merely because [they] disagree[] with the Court’s  
3 decision.” *In re Benham*, No. CV 13-00205-VBF, 2013 WL 3872185, at \*9 (C.D. Cal.  
4 May 29, 2013).

5 Trust Funds also attempt to distinguish the Court’s application of *Rubicon Global*  
6 *Ventures, Inc.*, in which the Ninth Circuit vacated a default judgment where damages  
7 were based only on the plaintiffs’ conclusory declarations. (Mot. 3; Order 9 (citing  
8 *Rubicon Glob. Ventures, Inc. v. Chongqing Zongshen Grp. Imp./Exp. Corp.*,  
9 No. 3:05-CV-01809-HA, 2013 WL 4498829, at \*1 (D. Or. Aug. 20, 2013), *aff’d in part*,  
10 *vacated in part sub nom. Rubicon Glob. Ventures, Inc. v. Chongqing Zongshen Grp.*  
11 *Imp./Exp. Corp.*, 630 F. App’x 655, 658 (9th Cir. 2015)).) However, “a motion for  
12 reconsideration may not be made on the grounds that a party disagrees with the Court’s  
13 application of legal precedent.” *Pegasus Satellite Television, Inc. v. DirecTV, Inc.*, 318  
14 F. Supp. 2d 968, 981 (C.D. Cal. 2004) (denying plaintiff’s motion for reconsideration  
15 based on the argument that the court “improperly applied . . . Ninth Circuit” precedent).

16 Finally, Trust Funds argue the Court erred by utilizing the schedule at Local  
17 Rule 55-3 to determine the fee award instead of conducting a lodestar analysis.  
18 (Mot. 4–5.) As an initial matter, just as above, Trust Funds provide no basis for  
19 reconsideration under Rule 60(b) or Local Rule 7-18, arguing instead that the Court  
20 misapplied the law. Trust Funds are correct that the Ninth Circuit has indicated that,  
21 where a party seeks attorneys’ fees in excess of the Local Rule 55-3 schedule and  
22 “invokes [the lodestar analysis] in the proper way at the proper time,” the court must  
23 “hear the request and award a reasonable fee,” without using the fee schedule as a  
24 starting point. *Vogel v. Harbor Plaza Ctr., LLC*, 893 F.3d 1152, 1159 (9th Cir. 2018).  
25 However, far from disregarding Trust Funds’ request, the Court heard the request,  
26 analyzed the proffered billing records, and found them inadequate for a lodestar  
27 analysis. (See Order 10–11 (finding billing records submitted “riddled with  
28 administrative tasks and duplicative billing.”).) Only after finding Trust Funds’ billing

1 records deficient did the Court resort to the Local Rule 55-3 schedule to determine a  
2 reasonable fee award.

3 Ultimately, Trust Funds fail to address any of the necessary factors for the Court  
4 to reconsider its judgment. While Trust Funds may disagree with the Court's ruling,  
5 mere disagreement is not grounds for a motion for reconsideration.

6 **V. CONCLUSION**

7 For the reasons discussed above, the Court **DENIES** Trust Funds' Motion for  
8 Reconsideration. (ECF No. 24.)

9  
10 **IT IS SO ORDERED.**

11  
12 April 15, 2020

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16 **OTIS D. WRIGHT, II**  
17 **UNITED STATES DISTRICT JUDGE**