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United States District Court
Northern District of California

UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA

J & J SPORTS PRODUCTIONS, INC.,
Plaintiff,
v.
YOLANDA K. CRAWFORD,
Defendant.

Case No. [16-cv-01744-RS](#)

**ORDER DENYING J & J SPORTS’
MOTION FOR DEFAULT JUDGMENT**

I. INTRODUCTION

Plaintiff J & J Sports Productions, Inc. (“J & J Sports”) moves for default judgment against defendant Yolanda K. Crawford. Crawford has failed to respond to J & J Sports’ motion. Pursuant to Civil Local Rule 7-1(b), the motion is suitable for disposition without oral argument, and the hearing set for October 28, 2016, is vacated. For the reasons that follow, J & J Sports’ motion is denied.

II. BACKGROUND

J & J Sports is a television production company that held “the exclusive nationwide commercial distribution (closed-circuit) rights” to the May 2, 2015, boxing match between Floyd Mayweather, Jr. and Manny Pacquiao. Compl. ¶ 14. According to J & J Sports, the Everett & Jones Barbeque restaurant in Hayward, California, unlawfully screened the boxing match. As a result, J & J Sports brought this action against Crawford, the owner of Everett & Jones Barbeque. J & J Sports advances four claims: violation of 47 U.S.C. § 605, violation of 47 U.S.C. § 553, conversion, and violation of California’s Unfair Competition Law (Cal. Bus. & Prof. Code § 17200 et seq).

Crawford never answered the complaint and has never made an appearance. As a result, J & J Sports moved for entry of default, and default was entered. J & J Sports now moves for

1 default judgment on all four of its claims and seeks \$113,000 in damages. Crawford has filed no
2 opposition.

3 **III. LEGAL STANDARD**

4 Following entry of default, courts are authorized to grant default judgment in their
5 discretion. See Fed. R. Civ. P. 55; *Aldabe v. Aldabe*, 616 F.2d 1089, 1092 (9th Cir. 1980). In
6 exercising its discretion, the factors the court may consider include: (1) the possibility of prejudice
7 to the plaintiff; (2) the merits of plaintiff’s substantive claim; (3) the sufficiency of the complaint;
8 (4) the sum of money at stake in the action; (5) the possibility of a dispute concerning material
9 facts; (6) whether the default was due to excusable neglect; and (7) the strong policy underlying
10 the Federal Rules of Civil Procedure favoring decisions on the merits. *Eitel v. McCool*, 782 F.2d
11 1470, 1471-72 (9th Cir. 1986). In considering these factors, “the general rule is that well-pled
12 allegations in the complaint regarding liability are deemed true.” *Fair Hous. of Marin v. Combs*,
13 285 F.3d 899, 906 (9th Cir. 2002). “However, a defendant is not held to admit facts that are not
14 well-pleaded or to admit conclusions of law.” *DIRECTV, Inc. v. Hoa Huynh*, 503 F.3d 847, 854
15 (9th Cir. 2007) (citation and internal quotation marks omitted). Allegations that simply parrot
16 statutory language “are not well-pleaded facts; they are simply . . . legal conclusions, which [a
17 defendant is] not held to have admitted through default. *Id.* (citations omitted).

18 **IV. DISCUSSION**

19 The allegations plaintiff relies on to show Crawford’s liability are simply legal conclusions
20 not entitled to an assumption of truth. For instance, the complaint’s garbled factual allegation
21 “Defendant Yolanda K. Crawford personally, or by specifically directed the employees of Everett
22 & Jones Barbeque to unlawfully intercepted and broadcast Plaintiff’s Program at Everett & Jones
23 Barbeque,” [sic] Compl. ¶ 11, merely states a legal conclusion that Crawford acted unlawfully,
24 without saying how or why. Elsewhere, the complaint alleges a violation of 47 U.S.C. § 605 by
25 roughly parroting the statute’s language:

26 With full knowledge that the Program was not to be intercepted,
27 received, published, divulged, displayed, and/or exhibited by
28 commercial entities unauthorized to do so, each and every one of the

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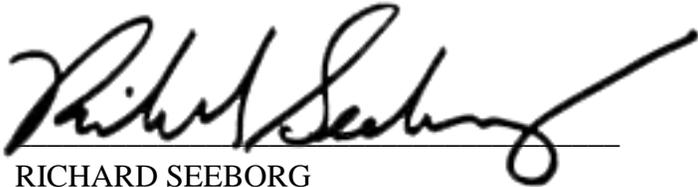
The amount of money at stake in the case — J & J Sports believes it is entitled to the substantial sum of \$113,000 — and a policy favoring decisions on the merits also weigh in favor of denying the motion for default judgment. Moreover, J & J Sports will not be prejudiced by the denial of its motion, because it can seek leave to amend its deficient complaint. Although Crawford’s default does not appear to have been the result of excusable neglect, this consideration does not outweigh the other factors, which weigh conclusively in favor of denying J & J’s motion for default judgment.

V. CONCLUSION

For the foregoing reasons, J & J Sports’ motion for default judgement is denied. If it chooses, J & J Sports may file an amended complaint. Any amended complaint shall be filed no later than November 3, 2016, and shall state with particularity sufficient facts supporting defendant’s liability.

IT IS SO ORDERED.

Dated: October 13, 2016



RICHARD SEEBORG
United States District Judge