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4 IN THE UNITED STATES DISTRICT COURT
5 FOR THE NORTHERN DISTRICT OF CALIFORNIA
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7 ANGELICA GARCIA,
8 Plaintiff,
9 v.
10 PASCUAL ZAVALA, et al.,
11 Defendants.

Case No. [17-cv-06253-MMC](#)

**ORDER GRANTING IN PART AND
DENYING IN PART PLAINTIFF'S
MOTION FOR DEFAULT JUDGMENT,
FEES AND COSTS; VACATING
HEARING**

Re: Doc. Nos. 113, 121

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13 Before the Court is plaintiff Angelica Garcia's ("Garcia") Motion for Default
14 Judgment, brought pursuant to Rule 55(b)(2) of the Federal Rules of Civil Procedure, and
15 filed October 7, 2021. By order filed November 8, 2021 ("November 8 Order"), the Court
16 afforded Garcia an opportunity to file supplementary materials, which Garcia
17 subsequently filed. Having read and considered the papers filed in support of the motion,
18 including the supplementary materials, the Court deems the matter suitable for decision
19 thereon, VACATES the hearing scheduled for January 14, 2022, and rules as follows:

20 1. To the extent Garcia seeks entry of default judgment against defendants
21 Pascual Zavala ("Zavala") and P & Z Foods, Inc. ("P & Z Foods"), the motion, for the
22 reasons stated therein, will be granted.

23 2. To the extent Garcia seeks entry of default judgment against defendant P & Z
24 Group, Inc. ("P & Z Group"), the motion will be denied, as Garcia, for the reasons stated
25 in the Court's November 8 Order (see November 8 Order at 2:3-22), has failed to allege
26 facts sufficient to support a finding that P & Z Group can be held liable, whether as her
27 employer, an alter ego of Zavala, or an alter ego of P & Z Foods. Although, in her
28 supplementary materials, Garcia has included declarations (see Suppl. Decl. of Stan S.

1 Mallison in Supp. of Pl.’s Mot. for Default J. (“Mallison Suppl. Decl.”) ¶ 2) and exhibits
 2 (see id. Exs. 1-11) with regard to the third of the above-referenced theories of liability, the
 3 allegations in Garcia’s operative complaint, namely, the Second Amended Complaint, are
 4 “too conclusory” to state a claim for alter ego liability, see Sandoval v. Ali, 34 F. Supp. 3d
 5 1031, 1040 (N.D. Cal. 2014) (noting, to state a claim for alter ego liability, “plaintiff must
 6 allege specifically both of the elements” thereof, “as well as facts supporting each”
 7 (internal quotation and citation omitted)), and facts that are “not established by the
 8 pleadings” and claims that “are not well-pleaded . . . cannot support [a default] judgment,”
 9 see Danning v. Lavine, 572 F.2d 1386, 1388 (9th Cir. 1978); see also Alan Neuman
 10 Prods., Inc. v. Albright, 862 F.2d 1388, 1392-93 (9th Cir. 1988) (finding “error to award a
 11 default judgment” where complaint “fail[ed] properly to allege a claim”).

12 3. To the extent Garcia seeks an award of individual damages in the amount of
 13 \$63,278.82¹ under the Fair Labor Standards Act and the California Labor Code, the
 14 motion will be granted. (See Woolfson Suppl. Decl. ¶¶ 5-6, 12, 43.)

15 4. To the extent Garcia seeks an award of civil penalties in the amount of
 16 \$270,770.24 under the Private Attorneys General Act of 2004, the motion will be granted.
 17 (See Woolfson Suppl. Decl. ¶¶ 7-10.)

18 5. To the extent Garcia seeks an award of attorneys’ fees in the amount of
 19 \$179,776.69, incurred in connection with the above-titled action, the motion will be
 20 granted, the Court finding both the hours expended and the hourly rates sought to be
 21 reasonable. (See Decl. of Stan S. Mallison in Supp. of Pl.’s Mot. for Default J. (“Mallison
 22 Decl.”) ¶¶ 39-56, Ex. 5.)²

24 ¹ This amount reflects Garcia’s revised calculation of individual damages (see
 25 Decl. of Stan Mallison in Support of Pl.’s Notice of Errata Regarding Pl.’s Suppl. Briefing
 26 Regarding Pl.’s Mot. for Default J. Ex. 1 (“Woolfson Suppl. Decl.”) ¶¶ 5-6), which
 calculation addresses the deficiencies identified in the Court’s November 8 Order (see
 Pl.’s Suppl. Brief at 3:28-4:1).

27 ² The Court recognizes that Garcia is not entitled to recover attorneys’ fees
 28 incurred in connection with either her meal and rest period claims, see Kirby v. Immoos
Fire Prot., Inc., 53 Cal. 4th 1244, 1248 (2012) (holding attorneys’ fees “not authorized” for
 meal or rest period claims), or her claim under California’s Unfair Competition Law

