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UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA

MCKESSON CORPORATION,
Plaintiff,
v.
NEW IBERIA RX INC, et al.,
Defendants.

Case No. 16-cv-00105-DMR

**ORDER TO SUBMIT SUPPLEMENTAL
BRIEFING IN SUPPORT OF MOTION
FOR DEFAULT JUDGMENT**

Re: Dkt. No. 24

On June 2, 2016, Plaintiff McKesson Corporation filed an amended motion for default judgment. [Docket No. 24.] Having reviewed the motion, the court determines that additional supplemental briefing is required.

Plaintiff's request for damages is not sufficiently supported. In order to recover damages after securing a default judgment, a plaintiff must prove the relief it seeks by submitting proper evidence by way of a sworn affidavit. *Bd. of Trs. of the Boilermaker Vacation Trust v. Skelly, Inc.*, 389 F. Supp. 2d 1222, 1226 (N.D. Cal. 2005); *see Pepsico, Inc. v. Cal. Sec. Cans*, 238 F. Supp. 2d 1172, 1175 (C.D. Cal. 2002) (citing *Televideo Sys., Inc. v. Heidenthal*, 826 F.2d 915, 917-18 (9th Cir. 1987)).

Plaintiff seeks to recover \$116,986.38 from Defendant New Iberia and \$31,412.91 from Defendant Zachary. Amen. MDJ at 3. Included in the Amended Motion, Plaintiff provides an Amended Declaration by Albert Franco, Regional Credit Director of McKesson. Franco Amen. Decl. [Docket No. 24-1] ¶ 1. Franco similarly indicates that the contract balances that are due and owing are \$116,986.38 from New Iberia and \$31,412.91 from Zachary. *Id.* at ¶¶ 11, 22. Eight exhibits support the Amended Franco Declaration, including separate Statements for both Defendants that indicate the charges due less any monies paid to date (Exhibit 2 provides New Iberia's Statement; Exhibit 6 provides Zachary's Statement).

1 This court requests further briefing on two charges, both billed on January 23, 2015, that
2 remain unexplained but are included in Plaintiff's calculation of the unpaid and owing
3 contributions stated above. First, the first line of page two in Exhibit 2 includes a charge
4 described as "ReturnedChk" for the amount of \$69,869.73 (Receivable # 1407295813). Amen.
5 Franco Decl. Ex. 2. The Invoices for New Iberia included in Exhibit 3 of the Amended Franco
6 Declaration do not include any document supporting this charge. Amen. Franco Decl. Ex. 3.
7 Additionally, Zachary's Statement¹ includes a \$17,806.49 charge described as "ReturnedChk"
8 (Receivable #1407246442). Amen. Franco Decl. Ex. 6 at 1 (line 14). The Invoices for Zachary
9 included in Exhibit 7 of the Amended Franco Declaration do not include any documentation
10 supporting this charge. Amen. Franco Decl. Ex. 7.

11 In its May 26, 2016 order requesting supplemental briefing the court specifically requested
12 explanation or support for the \$69,869.73 returned check item, but Plaintiff failed to provide an
13 explanation. [Docket No. 22 at 2.]

14 Plaintiff shall submit additional briefing by June 15, 2016, to address the above
15 deficiencies in the motion for default judgment. Any opposition or statement of non-opposition is
16 due no later than June 20, 2016.

17 **Immediately upon receipt of this Order, Plaintiff shall serve Defendants with a copy**
18 **of this Order and file a proof of service with the court.**

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20 **IT IS SO ORDERED.**

21 Dated: June 10, 2016

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Donna M. Ryu
United States Magistrate Judge

¹ Although the Statement indicates it is charged to "Care Rx Express / New Iberia Rx Inc," the Amended Franco Declaration confirms that the Statement is a true copy of that due by Zachary. Amen. Franco Decl. ¶ 19.