

states that “[t]he Union’s records indicate that [defendant] deducted, but failed to remit, dues totaling \$8,432.22,” but does not append the records themselves as exhibits that might prove up those damages. (Doc. 9-3, at ¶ 3.) Similarly, the Clapper Affidavit identifies \$45,983.70 in delinquent plan contributions “[a]ccording to the Plans’ estimations,” but sheds no light whatsoever into how those self-described “estimations” were computed. (Doc. 9-4, at ¶ 3.) On this showing, the Court cannot discern whether the requested damages are speculative or illusory, or whether they are capable of being proven by a fair preponderance of the evidence. The Clapper Affidavit further specifies that plan documents provide that such delinquent amounts are subject to 12% interest and 20% liquidated damages, without identifying or appending the relevant portions of the plan documents that might support such enhancements.

Second, with respect to plaintiffs’ demand for recovery of attorney’s fees and costs, plaintiffs do not provide either statutory citations or copies of plan documents that might authorize such an award in this case. Further, plaintiffs fail to provide itemized billing records that are necessary to assess the reasonableness of the claimed attorney’s fees, but instead merely recite a summary statement of hours expended and hourly rate charged. (Doc. 9-1.) On this showing, the Court cannot evaluate the reasonableness of the fees claimed. *See, e.g., Vision Bank v. Hill*, 2011 WL 250430, *4 n.6 (S.D. Ala. Jan. 25, 2011) (disallowing plaintiff’s request for award of attorney’s fees and expenses on default judgment, where “without itemization or explanation of what these attorney’s fees and costs represent or how they were incurred, the Court cannot satisfy its obligation to ascertain the reasonableness of the charges”); *Willow Lake Residential Ass’n, Inc. v. Juliano*, --- So.3d ---, 2010 WL 3377701, *11 (Ala.Civ.App. Aug. 27, 2010) (“Alabama law reads into every agreement allowing for the recovery of attorney’s fees a reasonableness limitation.”).

Without supplementation in each of the foregoing areas, the Court is unable to satisfy its “obligation to assure that there is a legitimate basis for any damage award it enters.” *Anheuser Busch, Inc. v. Philpot*, 317 F.3d 1264, 1266 (11th Cir. 2003); *see also PNCEF, LLC v. Hendricks Bldg. Supply LLC*, 740 F. Supp.2d 1287, 1294 (S.D. Ala. 2010) (“Rather than merely *telling* the Court in summary fashion what its damages are, a plaintiff seeking default judgment must *show* the Court what those damages are, how they are calculated, and where they come from, by reference to the ... agreement, appropriate back-up documentation, and witness testimony as appropriate.”).

In light of the foregoing, plaintiffs are **ordered**, on or before **October 31, 2011**, to supplement their Motion for Default Judgment with a memorandum and evidentiary submission on damages that address these matters.

DONE and ORDERED this 13th day of October, 2011.

s/ WILLIAM H. STEELE
CHIEF UNITED STATES DISTRICT JUDGE