

UNITED STATES DISTRICT COURT FOR THE WESTERN DISTRICT OF
WASHINGTON

Michael R. Ward v. Amazon.com Services LLC

Ward v. Amazon · No. C25-1671-KKE · Decided December 10, 2025

OPINION

Ward

PER CURIAM.

1 2 3 4 5

UNITED STATES DISTRICT COURT

6 WESTERN DISTRICT OF WASHINGTON

AT SEATTLE

7

MICHAEL R WARD, CASE NO. C25-1671-KKE

8 Plaintiff(s), ORDER GRANTING MOTION TO SET 9

v. ASIDE ENTRY OF DEFAULT

10

AMAZON.COM SERVICES LLC,

11 Defendant(s). 12 Following the Clerk of Court’s entry of default (Dkt. No. 11) and Plaintiff
Michael R. 13 Ward’s (“Ward”) motion for default judgment (Dkt. No. 14), Defendant
Amazon.com Services 14 LLC (“Amazon”) now moves to set aside the entry of default. Dkt. No.
16. For the reasons set 15 forth below, the Court grants Amazon’s motion to set aside default, and
denies as moot Ward’s 16 motion for default judgment. 17

I. BACKGROUND

18 Ward worked as a software development engineer at Amazon from August 2020 until 19 2025.
Dkt. No. 1 at 2. Following receipt of a notice of right to sue from the U.S. Equal 20 Employment
Opportunity Commission (“EEOC”) (Dkt. No. 1-3), Ward, representing himself, 21 filed this
lawsuit on August 29, 2025, alleging disability discrimination and failure to 22 accommodate
under the Americans with Disabilities Act and retaliation and interference under the 23 Family and
Medical Leave Act. Id. at 5–6. On September 8, 2025, Ward filed proof that he served 24 1
Amazon with his complaint on September 4, 2025. Dkt. Nos. 6, 6-1. On September 26, 2025, 2
after Amazon failed to appear or timely file responsive pleadings, Ward moved for entry of 3
Amazon’s default. Dkt. No. 7. The Clerk of Court subsequently entered default pursuant to 4
Federal Rule of Civil Procedure 55(a). Dkt. No. 11. The next day, Amazon appeared and answered
5 the complaint. Dkt. Nos. 12, 13. The same day, Ward moved for default judgment. Dkt. No. 14.
6 Amazon alleges that Ward did not serve his motion for entry of default prior to the Clerk

entering 7 default. Dkt. No. 16 at 2. 8 Two days after default was entered, Amazon filed a motion to set aside the Clerk's entry 9 of default under Federal Rule of Civil Procedure 55(c). Dkt. No. 16. Amazon alleges that a 10 breakdown in its usual case intake process resulted in the assigned outside counsel not receiving 11 actual notice of service of the complaint until October 14, 2025. Dkt. No. 16 at 3–4, 8–9; Dkt. No. 12 19 ¶ 3; Dkt. No. 20 ¶ 2. In a typical case, Amazon “us[es] a registered agent for service of process, 13 CSC, to help ensure that legal documents, such as civil complaints, are routed appropriately[.]” 14 Dkt. No. 16 at 3. Once CSC routes the complaint to Amazon's legal intake, “if the matter is to be 15 assigned to outside counsel, the in-house attorney informs the assigned paralegal of the outside 16 counsel to whom the matter will be assigned.” Id. At that point, either the in-house counsel, 17 paralegal, or both, must notify outside counsel of the case assignment. Id. In this case, Amazon's 18 in-house senior counsel admitted that “due to inadvertence and oversight alone” neither she nor 19 the intake paralegal notified outside counsel assigned to handle the case, or anyone at his law firm, 20 about Amazon being served with the complaint. Dkt. No. 19 ¶ 6. Amazon's litigation paralegal 21 added that Amazon's “failure to timely respond to the Complaint ... was completely unintentional 22 and not in bad faith,” and was “an isolated instance that occurred despite the internal corporate 23 protocol in place to prevent such an occurrence.” Dkt. No. 20 ¶ 7. Amazon also represents that 24 its outside counsel “immediately sprang into action” to correct deficiencies by promptly entering 1 an appearance, filing an answer, and moving to set aside default as soon as it became aware of the 2 case. Dkt. No. 16 at 3, 9. 3 The motion to set aside the Clerk's entry of default is now ripe for decision. See Dkt. Nos. 4 16, 22, 24.

5 II. ANALYSIS

6 A. Legal Standard 7 A “court may set aside an entry of default for good cause[.]” Fed. R. Civ. P. 55(c). “The 8 court's discretion is especially broad where, as here, it is entry of default that is being set aside, 9 rather than a default judgment.” *Mendoza v. Wight Vineyard Mgmt.*, 783 F.2d 941, 945 (9th Cir. 10 1986). “To determine ‘good cause’, a court must consider three factors: (1) whether the party 11 seeking to set aside the default engaged in culpable conduct that led to the default; (2) whether it 12 had no meritorious defense; or (3) whether reopening the default judgment would prejudice the 13 other party.” *U.S. v. Signed Pers. Check No. 730 of Yubran S. Mesle*, 615 F.3d 1085, 1091 (9th

14 Cir. 2010) (citation modified). “[A] finding that any one of these factors is true is sufficient reason

15 for the district court to refuse to set aside the default.” Id. “[J]udgment by default is a drastic step 16 appropriate only in extreme circumstances; a case should, whenever possible, be decided on the 17 merits.” *Falk v. Allen*, 739 F.2d 461, 463 (9th Cir.1984). 18 1. Amazon's conduct is not culpable. 19 A party's conduct is culpable where it “has received actual or constructive notice of the 20 filing of the action and intentionally failed to answer.” *Mesle*, 615 F.3d at 1092 (emphasis in 21 original). “[I]ntentionally’ means that a movant cannot be treated as culpable simply for

having 22 made a conscious choice not to answer; rather ... the movant must have acted with bad faith, such 23 as an ‘intention to take advantage of the opposing party, interfere with judicial decisionmaking, or 24 otherwise manipulate the legal process.’” Id. “[S]imple carelessness is not sufficient to treat a 1 negligent failure to reply as inexcusable, at least without a demonstration that other equitable 2 factors, such as prejudice, weigh heavily in favor of denial of the motion to set aside a default.” 3 Id. 4 Amazon asserts that its case intake breakdown was “inadvertent,” rather than intentional, 5 and thus, its actions are not culpable. Dkt. No. 16 at 8. Ward counters that Amazon’s conduct is 6 culpable because it has, in two other cases, cited the same breakdown in its intake and case 7 assignment processes to “escape a default.” Dkt. No. 22 at 3–5. In Ward’s view, that Amazon’s 8 process has broken down in three separate instances amounts to “systemic” and “willful 9 negligence,” and an “intentional disregard of a known federal deadline[.]” Id. 10 The Court finds that Amazon’s default was not intentional, but rather, the result of 11 carelessness and negligence. This is because Amazon’s actions are “inconsistent with a devious, 12 deliberate, willful, or bad faith failure to respond.” *TCI Grp. Life Ins. Plan v. Knoebber*, 244 F.3d 13 691, 698 (9th Cir. 2001), overruled on other grounds by *Egelhoff v. Egelhoff ex rel. Breiner*, 532 14 U.S. 141 (2001). Amazon’s failure to timely appear in the case was inadvertent, and, as soon as 15 Amazon’s outside counsel became aware of the action, it promptly filed a notice of appearance, 16 answer to the complaint, and a motion to set aside default. Dkt. Nos. 12, 13, 16. Ward’s argument 17 on culpability fails to consider the Ninth Circuit’s definition of “intentional” in this particular 18 context. Despite Ward’s contention, there are no facts here that suggest Amazon’s delay was 19 driven by any intent to take advantage of Ward, interfere with the Court’s decision making, or 20 otherwise manipulate the legal process. 21 Thus, there is no evidence Amazon engaged in culpable conduct such that entry of default 22 should not be set aside. 23 24 1 2. Amazon raises sufficient facts that, if true, would constitute a defense. 2 The second factor, a meritorious defense, requires Amazon to “present specific facts that 3 would constitute a defense.” *Mesle*, 615 F.3d at 1094 (citing *TCI Grp.*, 244 F.3d at 700). This 4 burden “is not extraordinarily heavy.” *TCI Grp.*, 244 F.3d at 700. “All that is necessary to satisfy 5 the ‘meritorious defense’ requirement is to allege sufficient facts that, if true, would constitute a 6 defense.” *Mesle*, 615 F.3d at 1094. The court does not determine whether the factual allegations 7 are true when it decides the motion to set aside the default. Id. 8 Amazon alleges Ward “has failed to state any valid claim against [it]” because its actions 9 “were undertaken for legitimate, non-discriminatory and non-retaliatory reasons; namely, because 10 Plaintiff was not meeting performance standards.” Dkt. No. 16 at 10. Amazon also directs the 11 Court to its answer (Dkt. No. 12), which “asserts various affirmative defenses to each of Plaintiff’s 12 purported claims.” Dkt. No. 16 at 10. Those defenses include that Ward entered a valid and 13 enforceable arbitration agreement, that Ward brought this action in the wrong forum and venue, 14 and insufficient service of process, among others. See Dkt. No. 12 at 8–12. In a declaration, 15 counsel for Amazon included a copy of the signed arbitration agreement, as well as correspondence 16 with Ward about the agreement. Dkt. No. 18 at 14–15,

44. 17 Ward argues that Amazon waived its arbitration defense, citing *Morgan v. Sundance, Inc.*, 18 596 U.S. 411 (2022). Dkt. No. 22 at 6. He asserts that Amazon’s answer was a “clear and 19 definitive step to litigate this case in federal court,” and constitutes a waiver of the right to arbitrate. 20 *Id.* (citing *Hill v. Xerox Bus. Servs., LLC*, 59 F.4th 457, 470–71 (9th Cir. 2023)). Therefore, 21 according to Ward, Amazon fails to set forth any meritorious defense. Crucially, Ward fails to 22 cite to any authority to support that an answer to a complaint—which asserts an enforceable 23 arbitration agreement as a defense—amounts to waiver of the right to arbitrate. Instead, in *Hill*, 24 the Ninth Circuit found a party waived its right to arbitrate where it chose to raise the “defense 1 only after engaging in six years of merits litigation[.]” *Id.* at 481. In stark contrast, here, 2 contemporaneously with its appearance, Amazon raised the arbitration defense in both its answer 3 (Dkt. No. 12 at 8) and its motion to set aside default (Dkt. No. 16 at 6–7, 10). In addition, on

4 October 15, 2025, counsel for Amazon emailed Ward a copy of the signed arbitration agreement 5 (Dkt. No. 18 at 44), and requested Ward stipulate to a dismissal or stay of this case and pursue his 6 claims in arbitration pursuant to the agreement’s terms. Dkt. No. 18 at 14–15. In an email reply, 7 Ward acknowledged receipt of the agreement, but did not agree to arbitrate. *Id.* at 46. 8 Taken as true, Amazon’s allegations that its actions were non-retaliatory and non- 9 discriminatory, and that Ward signed a binding arbitration agreement, constitute a defense to 10 Ward’s claims. Therefore, the “meritorious defense” factor also favors setting aside the entry of 11 default. 12 3. Setting aside entry of default is not prejudicial. 13 To be prejudicial, setting aside an entry of default must result in greater harm than simply 14 delaying the resolution of the case. *TCI Grp.*, 244 F.3d at 701. “[T]he standard is whether 15 plaintiff’s ability to pursue his claim will be hindered.” *Id.* (citation modified). “[T]he delay must 16 result in tangible harm such as loss of evidence, increased difficulties of discovery, or greater 17 opportunity for fraud or collusion.” *Id.* (quoting *Thompson v. Am. Home Assur. Co.*, 95 F.3d 429, 18 433-34 (6th Cir. 1996)). Merely “being forced to litigate on the merits” is not considered 19 prejudice. *Id.* 20 Ward argues that “Amazon’s procedural failures have forced Plaintiff to expend significant 21 time and resources researching and drafting three separate filings,” resulting in a “delay[] [of] the 22 resolution of Plaintiff’s civil rights claims,” “prevent[ing] Plaintiff from conducting any discovery, 23 precluding participation in the Rule 26(f) conference,” and causing him to spend 100 hours 24 researching and drafting various filings. Dkt. No. 22 at 7–8. Ward cites no authority to support 1 that the circumstances in this case are prejudicial. That Ward must litigate on the merits is not 2 prejudicial, nor is “the mere possibility of prejudice from delay, which is inherent in every case[.]” 3 *Bateman v. U.S. Postal Serv.*, 231 F.3d 1220, 1225 (9th Cir. 2000) (quoting *Hibernia Nat’l Bank 4 v. Administracion Central Sociedad Anonima*, 776 F.2d 1277, 1280 (5th Cir. 1985)). Because 5 Ward’s cited harm is not “greater harm than simply delaying resolution of the case,” this factor 6 supports setting aside entry of default. *Mesle*, 615 F.3d at 1095. 7 Because all three “good cause” factors favor vacating the entry of default, the Court grants 8 Amazon’s motion to set aside

default, vacates the entry of default, and denies as moot Ward's 9 motion for default judgment. 10 B. Ward's Request for Fees is Denied 11 Ward requests that the Court order Amazon to "reimburs[e] Plaintiff for attorneys' fees, 12 costs, or—if pro se—the reasonable value of Plaintiff's time spent preparing and filing" his motion 13 for entry of default, motion for default judgment, and the opposition brief. Dkt. No. 22 at 8 (citing 14 Nilsson, Robbins, Dalgarn, Berliner, Carson & Wurst v. Louisiana Hydroelec, 854 F.2d 1538, 15 1546–47 (9th Cir. 1988)); see also Dkt. No. 23 (Ward's declaration detailing time spent on various 16 aspects of this case). 17 The Ninth Circuit has held that under some circumstances, "it is appropriate to condition 18 setting aside a default upon the payment of a sanction." Nilsson, 854 F.2d at 1546–47. "By 19 conditioning the setting aside of a default, any prejudice suffered by the non-defaulting party as a 20 result of the default and the subsequent reopening of the litigation can be rectified." Id. at 1546 21 (citing 10 C. Wright, A. Miller & M. Kane, Federal Practice and Procedure § 2700 (1983)). 22 "[T]he most common type of prejudice is the additional expense caused by the delay, the hearing 23 on the Rule 55(c) motion, and the introduction of new issues." Id. 24 1 In Nilsson, the defaulting defendants "followed a deliberate, willful, studied course of 2 frustrating plaintiff's attempts at discovery, complicating proceedings, and ignoring court orders," 3 and the district court "observed that it had lifted three entries of default, imposed four orders for 4 money sanctions ... for failure to comply with discovery requests and court orders, and held 5 numerous hearings on motions to comply with discovery requests." Id. at 1547. Based on this 6 prolonged, egregious conduct, the Nilsson court found it appropriate to condition the setting aside 7 of a default judgment upon imposition of a sanction. Id. None of the factors that influenced the 8 district court to condition setting aside default judgment on imposition of a sanction in Nilsson are 9 present here. Upon learning about the case, Amazon's outside counsel took immediate steps to 10 defend the lawsuit. And in contrast to Nilsson, here, Ward himself has in some ways further 11 extended these proceedings, both by failing to serve Amazon with his motion for entry of default, 12 and by filing a motion for default judgment after Amazon sent him notice of its appearance in the 13 case and a copy of its answer via email. Dkt. No. 16 at 4; see also Na Pali Haweo Cmty. Ass'n v. 14 Grande, 252 F.R.D. 672, 675 (D. Haw. 2008) (setting aside award of sanctions by magistrate 15 judge, noting that Plaintiff "caused both parties to incur unnecessary costs" in part by challenging 16 a motion to set aside default "in spite of having almost no possibility of defeating the motion."). 17 Thus, Plaintiff's request for fees is denied.

18 III. CONCLUSION

19 Amazon's motion to set aside default is GRANTED. Dkt. No. 16. Ward's motion for 20 default judgment is DENIED as moot. Dkt. No. 14. The Clerk is instructed to vacate the entry of 21 default against Amazon. Dkt. No. 11. 22 Amazon's answer to the complaint (Dkt. No. 12) shall be construed as validly and 23 effectively filed as of October 15, 2025. 24 1 The Court will issue initial case deadlines shortly. 2 Dated this 10th day of December, 2025. 3 A 4 Kymberly K. Evanson 5 United States District Judge 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24

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