

UNITED STATES DISTRICT COURT FOR THE SOUTHERN DISTRICT OF
WEST VIRGINIA

St. Joseph Health Center, LLC, and St. Joseph Operating Company,
LLC v. Cedar Holdings, LLC

No. 2:25-cv-00579, United States District Court for the Southern District of West Virginia (January 6, 2026)

SUMMARY

The United States District Court for the Southern District of West Virginia granted the plaintiffs’ motion for costs and attorney fees under Federal Rule of Civil Procedure 4(d)(2), awarding \$1,175.00. The court also granted default judgment and confirmed a JAMS arbitration award totaling \$500,000 in damages and \$106,442.15 in attorney fees and costs, along with applicable interest. The action was dismissed from the court’s docket after entry of judgment.

CASE DETAILS

COURT	United States District Court for the Southern District of West Virginia
JURISDICTION	United States District Court for the Southern District of West Virginia
DECIDED	January 6, 2026
DOCKET	2:25-cv-00579
DISPOSITION	dismissed
PROCEDURAL POSTURE	Plaintiffs sought costs and attorney fees under Federal Rule of Civil Procedure 4(d)(2), entry of default, default judgment, and confirmation of a JAMS arbitration award after Defendant failed to accept waiver of service, failed to appear, and failed to oppose the motions.
STANDARD OF REVIEW	On an unopposed motion for default judgment, the court determines whether default judgment is appropriate based on the allegations of the pleading, accepting well-pleaded factual allegations as true, and reviews the supporting documentation to determine the amount due.
PRECEDENTIAL VALUE	unknown

TOPICS

- default judgment
- arbitration
- service of process
- attorney fees
- breach of contract

PRACTICE AREAS

QUESTIONS PRESENTED

1. Whether Defendant's failure without good cause to sign and return Plaintiffs' requested waiver of service required an award of service costs and reasonable attorney fees under Federal Rule of Civil Procedure 4(d)(2).
2. Whether default judgment was appropriate where Defendant failed to appear or defend the action.
3. Whether the court should confirm the final arbitration award under the Federal Arbitration Act.

HOLDINGS

1. Because Defendant failed without good cause to sign and return the requested waiver of service, Plaintiffs were entitled to recover the \$195 process-server cost and \$980 in attorney fees, totaling \$1,175.00.
2. Default judgment was appropriate because Defendant failed to appear or defend, the complaint and supporting documentation established the amount due, and Defendant was not a minor or incompetent person.
3. The court confirmed the September 22, 2024 JAMS Final Arbitration Award pursuant to the Federal Arbitration Act and entered judgment requiring Defendant to pay the awarded damages, fees, costs, and interest.

KEY QUOTATIONS

“The Plaintiffs attached supporting documentation, and the Defendant has not appeared in this matter, including to oppose the motion for fees.” (at 1)

“When the party against whom a default judgment is sought fails to make an appearance or fails to respond to the motion for default judgment, the court must determine if default judgment is appropriate based upon the allegations of the pleading, accepting factual allegations as true.” (at 2)

FACTUAL BACKGROUND

Plaintiffs submitted an alleged breach-of-contract dispute to arbitration, and the arbitrator entered an award in their favor after Defendant indicated it would not appear or present a defense. The award provided \$500,000 in damages, \$106,442.15 in attorney fees and costs, and pre- and post-judgment interest. Defendant also failed to accept Plaintiffs' requested waiver of service, requiring personal service, and did not appear or oppose the federal motions.

PROCEDURAL HISTORY

Plaintiffs filed a complaint seeking confirmation of an arbitration award on April 21, 2025. After Defendant failed to accept requested waiver of service, Plaintiffs served Defendant personally on August 13, 2025, but Defendant still did not appear or defend. The court granted Plaintiffs' motion for Rule 4(d)(2) costs and fees,

granted default judgment and final confirmation of the arbitration award, entered judgment for Plaintiffs, and dismissed the matter from the docket.

DISPOSITION

dismissed

CASES CITED

- Matrix Fin. Servs. Corp. v. Hall, No. 3:16-CV-09438, 2017 WL 3142337, at *2 (S.D.W. Va. July 25, 2017)
- Ryan v. Homecomings Fin. Network, 253 F.3d 778, 780-81 (4th Cir. 2001)

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