

**UNITED STATES DISTRICT COURT FOR THE WESTERN DISTRICT OF
WASHINGTON**

Northwest Administrators, Inc. v. Traxx Equipment Co., LLC

Northwest Administrators · No. C25-1292-KKE · Decided January 26, 2026

OPINION

1 2 3 4 5 UNITED STATES DISTRICT COURT 6 WESTERN DISTRICT OF WASHINGTON
AT SEATTLE 7 NORTHWEST ADMINISTRATORS, INC., CASE NO. C25-1292-KKE 8
Plaintiff(s), ORDER ON MOTION FOR DEFAULT 9 v. JUDGMENT 10 TRAXX EQUIPMENT
CO., LLC, 11 Defendant(s). 12 Plaintiff Northwest Administrators, Inc. (“NWA”) is the
authorized administrative agency 13 for and the assignee of the Western Conference of Teamsters
Pension Trust Fund (“Trust”).

Dkt. 14 No. 1 at 1. The Trust provides pension benefits to eligible participants, including
Defendant Traxx 15 Equipment Co., LLC (“Traxx”), that agree to contribute to the Trust in
accordance with their 16 collective bargaining agreements. NWA filed this lawsuit alleging that
Traxx failed to pay 17 required contributions to the Trust under a collective bargaining agreement
with Local 174 of the 18 International Brotherhood of Teamsters (“Local 174”).

Id. at 2. NWA seeks judgment for 19 delinquent contributions, liquidated damages, all accrued
interest, attorney’s fees, and costs. Id. 20 at 3–4. 21 Traxx failed to appear or otherwise respond to
NWA’s complaint, and the Court entered 22 an order of default against Traxx. Dkt. No. 7. NWA
has now filed a motion for entry of default 23 judgment (Dkt. No. 12), which the Court will grant
for the following reasons.

24 1 I. ANALYSIS 2 A. Jurisdiction 3 Before entering default judgment, the Court must confirm
that it has both subject matter 4 and personal jurisdiction. See *In re Tuli*, 172 F.3d 707, 712 (9th
Cir. 1999) (“When entry of 5 judgment is sought against a party who has failed to plead or
otherwise defend, a district court has 6 an affirmative duty to look into its jurisdiction over both
the subject matter and the parties.”).

7 This Court has subject matter jurisdiction under the Employee Retirement Income Security 8
Act and the Taft-Hartley Act. Dkt. No. 1 at 2. 9 The Court has personal jurisdiction over Traxx,
whose registered agent was properly served 10 with this complaint. Dkt. No. 6-1. 11 B. Legal
Standard 12 A court’s decision to enter a default judgment is discretionary.

Aldabe v. Aldabe, 616 F.2d 13 1089, 1092 (9th Cir. 1980). Default judgment is “ordinarily
disfavored[,]” because courts prefer 14 to decide “[c]ases on their merits whenever reasonably
possible.” *Eitel v. McCool*, 782 F.2d 1470, 15 1472 (9th Cir. 1986) (affirming district court’s

denial of default judgment). At the default judgment stage, the court takes “the well-pleaded factual allegations” in the complaint “as true[,]” 17 but “necessary facts not contained in the pleadings, and claims which are legally insufficient, are 18 not established by default.” *Cripps v. Life Ins.*

Co. of N. Am., 980 F.2d 1261, 1267 (9th Cir. 1992). 19 When considering whether to exercise discretion in entering a default judgment, courts may 20 consider various factors, including: 21 (1) the possibility of prejudice to the plaintiff, (2) the merits of plaintiff’s substantive claim, (3) the sufficiency of the complaint, (4) the sum of money at 22 stake in the action; (5) the possibility of a dispute concerning material facts; (6) whether the default was due to excusable neglect, and (7) the strong policy 23 underlying the Federal Rules of Civil Procedure favoring decisions on the merits.

Eitel, 782 F.2d at 1471–72. 24 1 This district also requires a party seeking default judgment to provide “a declaration and 2 other evidence establishing plaintiff’s entitlement to a sum certain and to any nonmonetary relief 3 sought.” Local Rules W.D. Wash. LCR 55(b)(2). “A default judgment must not differ in kind 4 from, or exceed in amount, what is demanded in the pleadings.” Fed.

R. Civ. P. 54(c). 5 C. NWA Is Entitled to Default Judgment. 6 The Court applies the Eitel factors to this case and finds that they favor a default judgment 7 on NWA’s claim. 8 1. Possibility of Prejudice to NWA 9 For the first Eitel factor, the Court analyzes the possibility of prejudice to NWA. Prejudice 10 exists when “the plaintiff has no recourse for recovery other than default judgment.” *Curtis v. 11 Illumination Arts, Inc.*, 33 F. Supp. 3d 1200, 1211 (W.D.

Wash. 2014) (citation modified). 12 In this case, Traxx has failed to respond to or otherwise defend against the complaint. 13 Without a default judgment, NWA would have no recourse. Therefore, the Court finds the first 14 Eitel factor favors a default judgment. 15 2. Sufficiency and Merits of NWA’s Complaint 16 The Court analyzes the second and third Eitel factors—the merits of NWA’s substantive 17 claim and the sufficiency of the complaint—together.

See, e.g., *Curtis*, 33 F. Supp. 3d at 1211. 18 For the following reasons, the Court finds that NWA has alleged facts in its complaint showing 19 that Traxx is liable on the claim asserted for delinquent contributions. 20 NWA’s complaint alleges that Traxx agreed to a collective bargaining agreement with 21 Local 174 and agreed to the Trust Agreements, in which Traxx agreed to pay certain amounts to 22 the Trust and certain liquidated damages and interest upon any delinquent payments, as well as 23 attorney’s fees and costs expended in connection with Traxx’s unpaid obligations.

Dkt. No. 1 at 24 2–3. NWA has provided a copy of the applicable Trust Agreements, along with evidence that 1 Traxx was delinquent on various contributions to the Trust. Dkt. No. 13 ¶¶ 6–7,

18; Dkt. No. 13- 2 1. NWA has stated, and supported, its claim for judgment against Traxx.

The Court thus finds the 3 second and third Eitel factors favor a default judgment for NWA on its claim. 4 3. The Sum of Money at Stake 5 For the fourth Eitel factor, the Court considers the amount of money at stake in relation to 6 the seriousness of the defendant's conduct. *PepsiCo, Inc. v. Cal. Sec. Cans*, 238 F. Supp. 2d 1172, 7 1176 (C.D. Cal. 2002).

The Court also assesses whether the amount of monetary damage requested 8 is proportional to the harm caused by the defendant. See *Curtis*, 33 F. Supp. 3d at 1212. 9 In this case, NWA seeks to recover delinquent contributions in the amount of \$5,893.98, 10 liquidated damages in the amount of \$1,178.80 plus \$423.49 in interest, attorney's fees in the 11 amount of \$1,053.00, and a cost award of \$500.000.

Dkt. No. 21 at 15 (citing Dkt. No. 13-1 at 12 155). These amounts are directly proportional to the harm and seriousness of Traxx's failure to 13 timely contribute to the Trust. This factor weighs in favor of default judgment. 14 4. Possibility of Dispute over Material Facts 15 For the fifth Eitel factor, the Court considers the possibility of a dispute concerning material 16 facts.

Eitel, 782 F.2d at 1471–72. Upon default, a plaintiff's factual allegations of the complaint 17 will be taken as true. *Geddes v. United Fin. Grp.*, 559 F.2d 557, 560 (9th Cir. 1977). Because 18 Traxx failed to appear or otherwise respond, it has failed to rebut NWA's allegations or evidence 19 provided to support its claim.

Therefore, given that no dispute of material facts is apparent, the 20 Court finds that the fifth Eitel factor favors entry of a default judgment. 21 5. Possibility of Excusable Neglect 22 For the sixth Eitel factor, the Court assesses whether the defendant's default was due to 23 excusable neglect.

Here, because Traxx received notice of this action and yet made no apparent 24 effort to respond to the complaint or otherwise defend, the Court finds that the sixth Eitel factor 1 favors entry of a default judgment. See *Landstar Ranger, Inc. v. Parth Enters.*, 725 F. Supp. 2d 2 916, 922 (C.D. Cal. 2010). 3 6. Policy in Favor of Decision on the Merits 4 For the seventh Eitel factor, the Court addresses the strong policy preference in favor of 5 resolution of claims on their merits.

See *Eitel*, 782 F.2d at 1472 (“Cases should be decided upon 6 their merits whenever reasonably possible.”). However, a defendant's “failure to answer 7 Plaintiffs' Complaint makes a decision on the merits impractical, if not impossible.” *PepsiCo*, 238 8 F. Supp. 2d at 1177. 9 Thus, although the Court's preference for resolving issues on their merits weighs against 10 entry of a default judgment, this factor is outweighed by the other Eitel factors, as summarized 11 here.

Accordingly, the Court finds that NWA's motion for default judgment should be granted. 12 D. NWA Provides Sufficient Evidence to Support the Relief Requested. 13 Once a court determines default judgment is proper, it then ensures “the amount of damages 14 is reasonable and

demonstrated by the evidence.” Curtis, 33 F. Supp. 3d at 1211. A plaintiff must provide “a concise explanation of how all amounts were calculated, and shall support this explanation with evidence establishing the entitlement to and amount of the principal claim, and, if applicable, any liquidated damages, interest, attorney’s fees, or other amounts sought.” LCR 18.55(b)(2)(A).

Here, NWA provides evidentiary support for its claim for delinquent contributions in the amount of \$5,893.98 (Dkt. No. 13-1 at 147–55), liquidated damages in the amount of \$1,178.80 (id.), plus \$423.49 in interest (Dkt. No. 12-1 at 5–6, Dkt. No. 13-1 at 155).

The Trust Agreements provide that NWA is entitled to recover these amounts. See Dkt. No. 13-1 at 21, 67. NWA has also sufficiently supported its request for an award of attorney’s fees in the amount of \$1,053.00, and a cost award of \$500.000. Dkt. No. 12-1 at 8. Both the hours expended (as documented in the declaration submitted along with the motion for default judgment) and the hourly rates charged by the professionals managing this case are reasonable and in line with awards in similar cases.

See Dkt. No. 12-1 at 8, 10. Therefore, a fee award of \$1,053.00 is appropriate. See, e.g., *Camacho v. Bridgeport Fin., Inc.*, 523 F.3d 973, 978 (9th Cir. 2008) (explaining that a court determines a reasonable fee award by first calculating the lodestar, which represents the product of a reasonable number of hours expended and a reasonable hourly rate).

The Trust Agreements provide that NWA is entitled to recover these amounts. See Dkt. No. 13-1 at 21, 67. II. CONCLUSION For these reasons, the Court GRANTS Plaintiff’s motion for default judgment. Dkt. No. 10 12. Dated this 26th day of January, 2026. A Kymberly K. Evanson United States District Judge