

The Honorable James L. Robart

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UNITED STATES DISTRICT COURT
WESTERN DISTRICT OF WASHINGTON
AT SEATTLE

AMAZON.COM, INC., a Delaware corporation,
AMAZON.COM SERVICES LLC, a Delaware
limited liability company, and AMAZON
TECHNOLOGIES, INC., a Nevada corporation,

Plaintiffs,

v.

Does 1-20, unknown parties doing business as
“REKK,” and the following individuals:
Domantas Radeckas, Noah Page, Skylar
Robinson, Luke Colvin, Alejandro Taveras,
Andrew Ling, Brandon Sukhram, Cosmin Sopca,
Jenny Tran, Olaf Booij, and Ryan Bates,

Defendants.

No. 2:23-cv-01879-JLR

**PLAINTIFFS’ MOTION FOR
DEFAULT JUDGMENT
AGAINST DEFENDANTS LUKE
COLVIN, ALEJANDRO
TAVERAS, NOAH PAGE, AND
SKYLAR ROBINSON**

NOTE ON MOTION CALENDAR:
FEBRUARY 24, 2025 (LCR 7(d)(1))

I. INTRODUCTION

Defendants Luke Colvin (“Colvin”), Alejandro Taveras (“Taveras”), Noah Page
 (“Page”), and Skylar Robinson (“Robinson”) (collectively, the “Insider Defendants”) conspired
 with an international refund fraud scheme that stole millions of dollars of products from
 Amazon’s online stores through systematic refund abuse.

1 The Insider Defendants have failed to appear or respond in this case, and the Court
 2 entered a default order on September 19, 2024 against Colvin (Dkt. No. 104), and on January 31,
 3 2024 against Taveras, Page, and Robinson (Dkt. No. 27). Under Federal Rule of Civil Procedure
 4 55(b)(2) and Local Civil Rule 55(b), Amazon moves this court to award a default judgment for
 5 of \$109,000 against Colvin, \$67,000 against Taveras, \$75,000 against Page, and \$175,000
 6 against Robinson, representing the amount each stole from Amazon.

7 II. FACTUAL BACKGROUND¹

8 The Insider Defendants played a critical role in conspiring to defraud Amazon. *See*
 9 *generally* Amended Complaint (“Am. Compl.,” Dkt. #89). The Defendants were formerly
 10 Amazon employees responsible for approving product returns. *Id.* ¶100. Each worked in
 11 Amazon’s operations organization, which is responsible for handling product returns. *Id.* The
 12 Insider Defendants—in exchange for payments—conspired and acted in concert with the REKK
 13 Operator Defendants to approve fraudulent product returns. *Id.* at 101.

14 Colvin began his employment with Amazon as a fulfillment center associate in
 15 Chattanooga, Tennessee in January 2021. Am. Compl. Ex. B. REKK recruited Colvin to
 16 facilitate returns fraud and Colvin agreed to approve customer returns for products that were not
 17 in fact returned. *Id.* REKK and Colvin’s communications were conducted via interstate
 18 electronic Telegraph channels. *Id.* In March 2023, Colvin fraudulently approved returns for 64
 19 orders at REKK’s request, causing Amazon to refund REKK users over \$109,000. *Id.*

20 Taveras began his employment with Amazon as a fulfillment center associate in Avenel,
 21 New Jersey, in June 2022. *Id.* REKK recruited Taveras to facilitate returns fraud and Taveras
 22 agreed to approve customers’ returns for products that were not in fact returned. *Id.* REKK and
 23 Taveras’ communications were conducted via interstate electronic Telegraph channels. *Id.*

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 26 ¹ On a motion for default judgment, the Court must accept the factual allegations in the complaint as true, with the
 27 exception that facts related to the amount of damages must be proved. *TeleVideo Sys., Inc. v. Heidenthal*, 826 F.2d
 915, 917-18 (9th Cir. 1987) (per curiam); *Geddes v. United Fin. Grp.*, 559 F.2d 557, 560 (9th Cir. 1977) (per
 curiam) (same).

1 From January through April, 2023, Taveras fraudulently approved returns for 52 orders, causing
2 Amazon to refund REKK users over \$67,000. *Id.*

3 Page began his employment with Amazon as a fulfillment center associate in
4 Chattanooga, Tennessee in January 2023. *Id.* REKK recruited Page to facilitate returns fraud
5 and Page agreed to approve customer returns for products that were not in fact returned. *Id.* In
6 April 2023, Page fraudulently approved product returns for 56 orders, causing Amazon to refund
7 over \$75,000 to REKK users. *Id.*

8 Robinson began his employment with Amazon as a fulfillment center associate in
9 Lexington, Kentucky in June 2022. *Id.* REKK recruited Robinson to facilitate returns fraud and
10 Robinson agreed to approve customer returns for products that were not in fact returned. *Id.*
11 REKK and Robinson’s communications were conducted via interstate electronic Telegraph
12 channels. *Id.* From January through May, 2023, Robinson fraudulently approved returns for 189
13 orders, causing Amazon to refund REKK users over \$175,000. *Id.*

14 III. ARGUMENT

15 A. The Court Has Jurisdiction to Enter Default Judgment

16 Prior to entering a default judgment, “a district court has an affirmative duty to look into
17 its jurisdiction over both the subject matter and the parties.” *In re Tuli*, 172 F.3d 707, 712 (9th
18 Cir. 1999) (citation omitted). Here, the Court has subject matter jurisdiction over Amazon’s
19 claims and personal jurisdiction over Insider Defendants.

20 First, the Court has subject matter jurisdiction over Amazon’s conversion claims pursuant
21 to 28 U.S.C. § 1367 because the state law claims arise out of the same operative facts as the
22 Lanham Act claim.

23 Second, the Court has personal jurisdiction over the Defendants because they each
24 transacted business and committed tortious acts within and directed to this District at all times
25 material to the allegations herein. This Court has specific jurisdiction over Defendants because
26 their “contacts with the forum give rise to the cause of action before the court.” *Rinky Dink Inc.*
27 *v. Elec. Merch. Sys. Inc.*, 2014 WL 5880170, at *2 (W.D. Wash. Sept. 30, 2014) (Coughenour,

1 J.) (quoting *Doe v. Unocal Corp.*, 248 F.3d 915, 923 (9th Cir. 2001), *overruled on other grounds*
2 *as discussed in Williams v. Yamaha Motor Co.*, 851 F.3d 1015, 1024 (9th Cir. 2017)).

3 Amazon's claims arise from those contacts and Defendants harmed Amazon, which resides in
4 this District. Further, the Insider Defendants were employed by Amazon.com Services LLC,
5 which has its principal place of business in Seattle, Washington.

6 **B. Amazon Has Proven Its Claims Against Defendants**

7 **1. Amazon Has Proven Its Claim for Civil Conspiracy**

8 Amazon has set forth facts supporting each element of its claim for civil conspiracy to
9 commit conversion. To establish a claim of civil conspiracy, a plaintiff "must show that the
10 alleged coconspirators entered into an Agreement to accomplish the object of the conspiracy."
11 *Young v. Ryan*, 2023 WL 4700843, at *8 (Wash. Ct. App. July 24, 2023) (quoting *Corbit v. J.I.*
12 *Case Co.*, 70 Wn.2d 522, 528–29 (1967)). The Insider Defendants entered into an agreement
13 with the REKK Operator Defendants, and their customers, to accomplish the objective of
14 conversion. The Insider Defendants conspired with the REKK Operator Defendants and falsely
15 approved refunds to customers Amazon would otherwise not have granted. Am. Compl. Exs. A-
16 B; Declaration of Katie Stevens ("Stevens Decl.") ¶¶ 2-5. The Insider Defendants' actions
17 proximately caused Amazon to be wrongfully deprived of its money and caused Amazon
18 damages of \$109,000 (Colvin), \$67,000 (Taveras), \$75,000 (Page), and \$175,000 (Robinson)
19 respectively. *Id.*

20 **C. Amazon Is Entitled to a Default Judgment**

21 To determine a plaintiff's entitlement to default judgment, courts in the Ninth Circuit
22 consider the seven *Eitel* factors: "(1) the possibility of prejudice to the plaintiff, (2) the merits of
23 plaintiff's substantive claim, (3) the sufficiency of the complaint, (4) the sum of money at stake
24 in the action, (5) the possibility of a dispute concerning material facts, (6) whether the default
25 was due to excusable neglect, and (7) the strong policy underlying the Federal Rules of Civil
26 Procedure favoring decisions on the merits." *Eitel v. McCool*, 782 F.2d 1471-72 (9th Cir. 1986).
27 The factors here weigh heavily in favor of granting default judgment.

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1. First Factor: Amazon Is Prejudiced Without a Default Judgment

The first factor weighs in Amazon’s favor because Amazon will be prejudiced without a default judgment. Absent a default judgment, Amazon has no legal remedy for Defendants’ harm, particularly where Defendants’ clear intent not to participate in the case. *See POW Nev., LLC v. Connery*, 2018 WL 3956129, at *2 (W.D. Wash. Aug. 17, 2018) (finding first *Eitel* factor weighed in favor of default judgment because plaintiff would have no legal remedy without default judgment).

2. Second and Third Factors: Amazon’s Well-Pleaded Complaint & Supporting Evidence Establish Defendants’ Liability

The second and third factors—“often analyzed together”—support a default judgment. *Curtis v. Illumination Arts, Inc.*, 33 F. Supp. 3d 1200, 1211 (W.D. Wash. 2014). Using these factors, the Court examines whether the plaintiff pleaded facts sufficient to establish and succeed upon the asserted claims. *See PepsiCo Inc. v. Cal. Sec. Cans*, 238 F. Supp. 2d 1172, 1175 (C.D. Cal. 2002).

Here, in addition to the well-pleaded allegations in the Amended Complaint, Amazon also submits testimony from an Amazon investigator charged with uncovering the fraudulent scheme, who reviewed the Defendants’ fraudulent refund activity for each Insider Defendant and confirmed the loss to Amazon. Stevens Decl. ¶¶ 2-5.

3. Fourth Factor: Defendants’ Conduct Warrants the Requested Sum

The fourth factor favors a default judgment because the sum of money Amazon seeks in damages is reasonable in light of the Insider Defendants’ flagrant exploitation of their positions as Amazon employees. *See* Stevens Decl. ¶¶ 2-5 (detailing the hundreds of thousands of dollars of refunds the Insider Defendants fraudulently approved). Amazon requests the value of the refunds the Insider Defendants approved.

4. Fifth Factor: The Facts Are Undisputed

The fifth factor favors a default judgment because default has been entered. Dkt. Nos. 27, 104. “When default has been entered, courts find that there is no longer the possibility of a dispute concerning material facts because the court must take the plaintiff’s factual allegations as

1 true.” *Curtis*, 33 F. Supp. 3d at 1212. Moreover, Amazon’s allegations are supported by the
2 testimony of an Amazon investigator charged with uncovering the fraudulent scheme.

3 **5. Sixth Factor: Defendants’ Failure to Appear Is Inexcusable**

4 The sixth factor weighs in favor of default judgment because the User Defendants were
5 properly served with the Complaints and Summons, as well as the Court’s Order granting
6 default. Dkt. No. 99 (certificate of service on Colvin); Dkt. No. 23 (certificate of service on
7 Taveras); Dkt. No. 24 (certificate of service on Page); Dkt. No. 20 (certificate of service on
8 Robinson). And, Defendants are *well* aware of this litigation and Amazon’s intention to seek
9 default judgment. “In the default judgment context, there is no excusable neglect where a
10 defendant is properly served with the Complaint, the notice of entry of default, and the papers in
11 support of the default judgment motion.” *Getty Images I*, 2014 WL 358412, at *5 (citation &
12 internal quotation marks omitted); *see also Beck v. Pike*, 2017 WL 530354, at *2 (W.D. Wash.
13 2017) (sixth factor “nearly always favors entry of default judgment”). Amazon properly served
14 Defendants. There is no evidence of excusable neglect.

15 **6. Seventh Factor: The Policy Favoring Decisions on the Merits Is Not**
16 **Dispositive Where Defendants Failed to Participate In Litigation**

17 Despite a preference for deciding cases on the merits, district courts have “regularly held
18 that this policy, standing alone, is not dispositive, especially where a defendant fails to appear or
19 defend itself in an action.” *HICA Educ. Loan Corp. v. Warne*, 2012 WL 1156402, at *3 (N.D.
20 Cal. Apr. 6, 2012). The Insider Defendants’ failure to appear makes a decision on the merits
21 “impractical, if not impossible,” and so any preference for deciding cases on the merits “does not
22 preclude a court from granting default judgment.” *PepsiCo*, 238 F. Supp. 2d at 1177 (citation &
23 internal quotation marks omitted). Defendants have failed to appear in this case; their own
24 actions prohibit a decision on the merits. Accordingly, this factor is outweighed by all the other
25 factors, which all favor default judgment.
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IV. CONCLUSION

For the foregoing reasons, Amazon respectfully requests the Court enter a default judgment against Defendants for \$109,000 against Colvin, \$67,000 against Taveras, \$75,000 against Page, and \$175,000 against Robinson.

DATED this 24th day of February, 2025.

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I certify that this memorandum contains 1,779 words, in compliance with the Local Civil Rules.

CERTIFICATE OF SERVICE

I certify that on February 24, 2025 a copy of this pleading was filed electronically with the Clerk of the Court using the CM/ECF system. Notice of this filing will be sent to all counsel of record via the court’s electronic filing system, and will be sent via Federal Express

International mail on February 25, 2025 to:

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