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UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA

INTELEPEER CLOUD
COMMUNICATIONS, LLC,

Plaintiff,

v.

EXPLORE TRAVELS, CORP.,

Defendant.

Case No. 16-cv-01255-DMR

**ORDER TO SUBMIT SUPPLEMENTAL
BRIEFING IN SUPPORT OF MOTION
FOR DEFAULT JUDGMENT**

Re: Dkt. No. 13

On June 1, 2016, Plaintiff IntelPeer Cloud Communications, LLC (“IntelPeer”) filed a motion for default judgment. [Docket No. 13.] Having reviewed that motion, this court determines that additional briefing is necessary.

Plaintiff must provide further information regarding the adequacy of service on Defendant. *See In re Tuli*, 172 F.3d 707, 712 (9th Cir. 1999) (before assessing merits of motion for default judgment, court must confirm that it has subject matter jurisdiction over case and personal jurisdiction over parties, as well as ensure adequacy of service on defendant). Plaintiff filed Proofs of Service showing that the Complaint and the Motion for Default Judgment were served on Defendant by sending the documents via certified U.S. mail. [Docket Nos. 8, 13-4]. However, the addresses listed for service do not match the address listed for Defendant Explore Travels Corp. on the New York Department of State, Division of Corporations website. The court requests an explanation regarding the discrepancy of addresses.

Further, the court requests supplemental briefing to support the Plaintiff’s request for damages. In order to recover damages after securing a default judgment, a plaintiff must prove the relief it seeks by submitting proper evidence by way of a sworn affidavit. *Bd. of Trs. of the Boilermaker Vacation Tr. v. Skelly, Inc.*, 389 F. Supp. 2d 1222, 1226 (N.D. Cal. 2005); *see PepsiCo, Inc. v. Cal. Sec. Cans*, 238 F. Supp. 2d 1172, 1175 (C.D. Cal. 2002) (citing *Televideo*

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Sys., Inc. v. Heidenthal, 826 F.2d 915, 917-18 (9th Cir. 1987)).

Plaintiff requests \$187,797.01 in total contractual liability. Mot. at 3; *see also* Stachowicz Decl. [Docket No. 13-1] at 1-2. The Finance Operation Director at IntelePeer, Chad Stachowicz, has provided a declaration that breaks down the charges. It includes the following two charges in need of supporting documentation:

- (1) A charge of \$13,037.56 from Invoice No. 81593 dated December 1, 2015. This invoice was provided as Exhibit 5 of the Complaint, and represents an amount due of \$1,103.00 as opposed to the \$13,037.56 requested in the Stachowicz Declaration. Compl. Ex. 5; Stachowicz Decl. at 2. Plaintiff must explain and provide evidence for this discrepancy.
- (2) A charge of \$40,000.00 dated April 1, 2016. Stachowicz Decl. at 2. This charge does not have an invoice reference, nor is it supported elsewhere. Plaintiff must an explanation and proper evidence supporting this request.

Plaintiff shall submit additional briefing by June 20, 2016 to address the above deficiencies in the motion for default judgment. Any opposition or statement of non-opposition is due no later than June 27, 2016.

Immediately upon receipt of this Order, Plaintiff shall serve Defendant with a copy of this Order and file a proof of service with the court.

IT IS SO ORDERED.

Dated: June 13, 2016



Donna M. Ryu
United States Magistrate Judge