

1
2
3 UNITED STATES DISTRICT COURT
4 WESTERN DISTRICT OF WASHINGTON
5 AT SEATTLE

6 BORNSTEIN SEAFOODS, INC.,

7 Plaintiff,

8 v.

9 OLEG BILODID, et al.,

10 Defendants.

C16-1465 TSZ

MINUTE ORDER

11 The following Minute Order is made by direction of the Court, the Honorable
12 Thomas S. Zilly, United States District Judge:

13 (1) Plaintiff's motion for default judgment, docket no. 13, is DENIED.

14 (a) Oleg Bilodid: Plaintiff has not demonstrated that default judgment
15 should be entered against defendant Oleg Bilodid in his individual capacity.
16 Every invoice submitted with plaintiff's motion was billed to Alaska Trading Ltd
17 and listed either Alaska Trading Ltd or Ukrkharchprodservice Ltd as the entity to
18 which the product at issue was shipped. Plaintiff has made no allegation in its
19 complaint or in its motion papers that would justify piercing the corporate veil.
20 The only document that might suggest Oleg Bilodid was personally responsible
21 for the sums plaintiff claims are due is an email from pacificafish@gmail.com
22 declaring "[t]he rest is my debt." Ex. B to Bornstein Decl. (docket no. 14-1 at 36).
23 Given the context in which this statement was made, *i.e.*, immediately after
discussing the amount owed by another company, the Court cannot infer that the
author of the email, even assuming it was Bilodid, meant "my personal debt," as
opposed to "my company's debt."

(b) Alyaska LDD OOO:¹ In support of its motion, plaintiff has
submitted various sales invoices, "proforma" invoices, and bills of lading, which

¹ The caption of the complaint identifies as a defendant "Alyaska LDD OOO d/b/a Alaska Trade, Ltd.," but the body of the complaint indicates that "Bilodid is the principal/owner of defendant

1 appear to evidence business dealings between plaintiff, a Washington corporation,
2 and Alaska Trading Ltd and/or Ukrkharchprodservice Ltd, both of which have
3 addresses in Keiv, Ukraine. In such materials, defendant Alyaska LDD OOO, a
4 Ukrainian limited liability company (“Alyaska”), is never mentioned. Plaintiff has
5 alleged that Alyaska does business as “Alaska Trade, Ltd.,” not “Alaska Trading
6 Ltd” or “Ukrkharchprodservice Ltd,” and the Court is not satisfied, based on the
7 current record, that it has personal jurisdiction over defendant Alyaska. See Gray
8 & Co. v. Firstenberg Mach. Co., 913 F.2d 758 (9th Cir. 1990). In addition, absent
9 some explanation concerning the relationship between the various sales invoices,
10 “proforma” invoices, and bills of lading, the Court cannot conclude that plaintiff’s
11 claim is for “a sum that can be made certain by computation.” See Fed. R. Civ.
12 P. 55(b)(1). Each “proforma” invoice, unlike any of the sales invoices, contains
13 routing information for plaintiff’s bank account,² thereby indicating a demand for
14 payment. Each “proforma” invoice also identifies one or more related sales order
15 numbers, which do not entirely correlate with the sales invoices for which plaintiff
16 seeks default judgment.³ Plaintiff does not claim entitlement to the total amounts

10 Alyaska Trade OOO d/b/a Alaska Trade, Ltd.” See Compl. at p.1 (docket no. 1) (emphasis
11 added). Plaintiff’s motion for default judgment targets Alyaska Trade OOO, but a supporting
12 declaration states that Bilodid is “the manager of Defendant Alyaska LDD OOO.” Bornstein
13 Decl. at ¶ 2 (docket no. 14). Plaintiff has not clearly set forth the name of the entity it has sued
14 or against which it seeks default judgment.

13 ² Such financial information should have been redacted to the last four digits pursuant to Local
14 Civil Rule 5.2. Upon discovering that plaintiff’s bank account number was publicly disclosed in
15 Exhibit A to the Declaration of Colin Bornstein, docket no. 14-1, the Court directed the Clerk to
16 seal the document. Plaintiff is advised, however, that the materials were likely uploaded, during
17 the interim, by private websites unrelated to and outside the control of the Court, and might now
18 be available to the public for a fee. See www.pacermonitor.com; www.law360.com. Plaintiff
19 might wish to take appropriate steps to secure its account. Plaintiff’s counsel is DIRECTED to
20 serve a copy of this Minute Order on plaintiff, and to file proof of such service within three (3)
21 days of the date of this Minute Order.

18 ³ Each sales invoice references a unique sales order number. The “proforma” invoice dated
19 September 6, 2013, and labeled “Hake,” references five sales order numbers, only two of which
20 are related to sales invoices as to which plaintiff seeks default judgment. Similarly, the
21 “proforma” invoice dated September 6, 2013, and labeled “salmon proforma,” references four
22 sales order numbers, only one of which is associated with a sales invoice that plaintiff asserts is
23 unpaid. The “proforma” invoice dated September 16, 2013, contains three sales order numbers,
only two of which appear in sales invoices presented by plaintiff. In contrast, the sales order
numbers in a few of the sales invoices submitted by plaintiff do not appear in any of the
“proforma” invoices. In particular, sales order numbers 122284, 122412, and 122413,
referenced in sales invoices SI121023, SI121637, and SI121647, respectively, do not appear in
any “proforma” invoice filed by plaintiff.

1 set forth in the “proforma” invoices, and does not explain how it calculated the
2 portions that it asserts remain due. Moreover, plaintiff has not provided enough
3 information to enable the Court to match the different bills of lading with the sales
4 invoices that plaintiff claims are still outstanding.

5 (2) The Clerk is directed to send a copy of this Minute Order to all counsel of
6 record.

7 Dated this 31st day of May, 2017.

8 William M. McCool
9 Clerk

10 s/Karen Dews
11 Deputy Clerk