UNITED STATES DISTRICT COURT FOR THE SOUTHERN DISTRICT OF OHIO, EASTERN DIVISION

The Andersons Inc. v. Sadot LLC, et al.

The Andersons · No. 2:25-cv-1118 · Decided February 6, 2026

SUMMARY

The United States District Court for the Southern District of Ohio denies without prejudice The Andersons Inc.'s motion for default judgment against Sadot LLC and Sadot Latam LLC. The court concludes that the complaint does not adequately plead an alter-ego relationship between the defendants and that the record does not establish Rule B maritime attachment jurisdiction over Sadot. The court also denies as moot the request to avoid Rule 62(a)'s automatic stay and permits plaintiff to amend or pursue additional attachment or jurisdictional relief within thirty days.

CASE DETAILS

COURT	United States District Court for the Southern District of Ohio, Eastern Division
WRITING FOR THE COURT	Michael H. Watson
JURISDICTION	United States District Court for the Southern District of Ohio, Eastern Division
DECIDED	February 6, 2026
DOCKET	2:25-cv-1118
DISPOSITION	other
PROCEDURAL POSTURE	Plaintiff moved for default judgment on breach-of-maritime-contract and maritime-conversion claims, for a finding that Sadot Latam LLC was Sadot LLC's alter ego, and to avoid the automatic stay on enforcement under Federal Rule of Civil Procedure 62(a).
STANDARD OF REVIEW	Under Federal Rule of Civil Procedure 55(b)(2), factual allegations concerning liability are taken as true after entry of default, but damages must be proven with evidence; an evidentiary hearing is unnecessary when damages can be computed from the record.
PRECEDENTIAL VALUE	Unknown
PARTIES	The Andersons Inc. v. Sadot LLC, Sadot Latam LLC

TOPICS

default judgment · personal jurisdiction · corporate veil piercing · admiralty jurisdiction · civil procedure

PRACTICE AREAS

civil procedure · admiralty · contracts · corporate law · commercial litigation · remedies

QUESTIONS PRESENTED

1. Whether Plaintiff was entitled to default judgment against Sadot Latam based on an alleged alter-ego relationship with Sadot.
2. Whether Plaintiff established personal jurisdiction over Sadot through maritime attachment under Supplemental Admiralty and Maritime Claims Rule B.
3. Whether the court should dispense with the automatic thirty-day enforcement stay under Federal Rule of Civil Procedure 62(a).

HOLDINGS

1. Default did not establish that Sadot Latam was Sadot's alter ego because Plaintiff had not adequately pleaded facts showing that the entities were one and the same or satisfying the fact-intensive veil-piercing inquiry.
2. Plaintiff was not entitled to default judgment against Sadot because it had not shown that the property attached in the district belonged to Sadot or otherwise established personal jurisdiction over Sadot under Rule B.
3. The request to avoid the Rule 62(a) automatic stay was denied as moot because default judgment was denied.

KEY QUOTATIONS

> *"Following the clerk's entry of default pursuant to . . . R[ule] 55(a) and the party's application for default under Rule 55(b), the complaint's factual allegations regarding liability are taken as true, while allegations regarding the amount of damages must be proven."* (at 3)

> *"Because piercing the veil is a highly fact-intensive inquiry, there is no set rule for how many of the above factors must be met to pierce the veil."* (at 4)

> *"Rule B thus allows plaintiffs to maintain lawsuits which they otherwise could not, in that it allows 'quasi-in-rem jurisdiction over a defendant not otherwise subject to the court's jurisdiction... .'"* (at 5)

FACTUAL BACKGROUND

The Andersons alleged that it agreed to sell Sadot 15,000 metric tons of Argentine wheat for $521,631.25. The cargo was shipped to Ecuador but allegedly remained aboard the vessel because Sadot had not paid, accruing demurrage charges, and was later discharged without Plaintiff's authorization. Plaintiff alleged that Sadot Latam was Sadot's alter ego based on shared offices, a shared phone number, common management, and Sadot Latam's payment of Sadot's obligations under other maritime contracts.

PROCEDURAL HISTORY

The Andersons filed the Complaint on September 26, 2025. Defendants were served on October 28, 2025, failed to plead or otherwise defend, and the Clerk entered default. The district court denied Plaintiff's motion for default judgment without prejudice because Plaintiff had not adequately pleaded the alter-ego theory against Sadot Latam and had not established Rule B personal jurisdiction over Sadot; the court denied the Rule 62(a) request as moot and allowed Plaintiff thirty days to amend or pursue attachment and jurisdictional relief.

DISPOSITION

other

REMAND INSTRUCTIONS

No remand. Within thirty days, Plaintiff may amend its Complaint in good faith regarding whether Sadot Latam is Sadot's alter ego and/or file a motion for maritime garnishment or attachment against Sadot under Rule B or otherwise show cause why the court has personal jurisdiction over Sadot.

CASES CITED

- Marquette Transp. Co., LLC v. Emerald Int'l Corp., No. 5:22-cv-24-BJB, 2025 WL 2642652, at *1 n.3 (W.D. Ky. Sept. 15, 2025)
- Liberty Mutual Ins. v. Royal White Cement, Inc., 769 F. Supp. 3d 513, 521 (E.D. La. 2025)
- Wood v. Bronzie, No. 1:20-cv-231, 2020 WL 4015247, at *1 (S.D. Ohio July 16, 2020)
- Calloway Cleaning & Restoration, Inc. v. Burer, No. 1:22-cv-12, 2024 U.S. Dist. LEXIS 67307, at *2 (S.D. Ohio Apr. 12, 2024)
- Williamson v. Recovery Ltd. P'ship, No. 2:06-cv-292, 2011 WL 2181813, at *27-28 (S.D. Ohio June 3, 2011)
- Agric. & Energy Carriers LTD v. United Coals, Inc., No. 2:14-cv-434, 2015 U.S. Dist. LEXIS 16709, at *1-2 (S.D. Ohio Feb. 11, 2015)