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 12 LOBUE GROWERS COOPERATIVE d/b/a/ LOBUE BROS, INC.

13 **UNITED STATES DISTRICT COURT**
 14 **CENTRAL DISTRICT OF CALIFORNIA**
 15 **WESTERN DIVISION**

16 LOBUE GROWERS COOPERATIVE d/b/a
 17 LOBUE BROS, INC., a California
 Corporation,

18 Plaintiff,

19 v.

20 NARA INTERNATIONAL, INC., a
 21 California Corporation; SUNG N. CHA, an
 individual; CHARLIE CHA, an individual;
 22 and JAMES K. YOO, an individual,

23 Defendants.

Case No.: CV09-00617 ODW (CWx)

Honorable Otis D. Wright II

**JUDGMENT IN FAVOR OF
 PLAINTIFF LOBUE GROWERS
 COOPERATIVE d/b/a LOBUE
 BROS, INC.**

Filing Date: January 27, 2009

Trial Date: November 10, 2009

24 This matter came on for hearing on the Motion of LoBue Growers
 25 Cooperative d/b/a LoBue Bros, Inc. (the "Plaintiff"), for the entry of Summary
 26 Judgment against Nara International, Inc. (the "Company"), and Sung N. Cha a/k/a
 27 Charlie Cha, individually (the "Principal") (Company and the Principal are
 28 collectively referred to herein as the "Defendants"). The Court has considered the

1 Motion and the lack of any opposition or response from the defendants, Nara
2 International, Inc. (the “Company”) or Sung N. Cha a/k/a Charlie Cha (the “Principal”
3 (the Company and the Principal are collectively referred to herein as the
4 “Defendants”).

5 Based on the foregoing, **IT IS HEREBY ORDERED** that Plaintiff’s
6 Motion for Summary Judgment is GRANTED in all respects and specifically as
7 follows:

8 1. Final Judgment is hereby granted and entered in favor of Plaintiff
9 and against the Defendants, on a joint and several basis, as and for valid trust debt
10 under the Perishable Agricultural Commodities Act, 1930, 7 U.S.C. § 499a-499t (the
11 “PACA”), in the amount of \$30,035.48 principal, plus interest at contract statutory
12 rate of 10% APR from the due date under each invoice through the date Plaintiff
13 receives payment in full, less any sums recovered under any other Counts of the
14 Complaint. The amount of attorneys fees awarded will be determined at a later date,
15 according to proof and by separate motion.

16 2. On Count II of the Complaint, Final Judgment is hereby granted
17 and entered in favor of Plaintiff and against the Defendants, on a joint and several
18 basis, in the full amount of the Outstanding Indebtedness, less any sums recovered
19 under any other Counts of the Complaint.

20 3. On Count III of the Complaint, Final Judgment is hereby granted
21 and entered in favor of Plaintiff and against the Company, in the full amount of the
22 Outstanding Indebtedness, less any sums recovered under any other Counts of the
23 Complaint.

24 4. On Count IV of the Complaint, Final Judgment is hereby granted
25 and entered in favor of Plaintiff and against the Principal, on a joint and several basis
26 with the Company on Counts I and II, in the full amount of the Outstanding
27 Indebtedness, less any sums recovered under any other Counts of the Complaint.

28 5. Nothing in this Judgment shall be construed as limiting the

1 Plaintiff to recovery from any particular defendant before any other. While the
2 Plaintiff is restricted to a single recovery, that recovery may be had from any of the
3 Defendants, in any order of payment, up to and including the full amount of the
4 Outstanding Indebtedness.

5 6. Interest shall continue to accrue on Outstanding Indebtedness at
6 the California state rate of 0.833% per month (10% APR) until the Judgment is
7 satisfied in full.

8 7. The amount of this Judgment, with a corresponding credit given
9 for all sums Plaintiff actually receives in satisfaction hereof, is hereby expressly
10 founded upon Principal's breach of his fiduciary duties as set forth in Count IV and,
11 as such, is hereby excepted and excluded from any discharge of personal liability
12 which any or all of them may seek in any proceedings under Title 11, United States
13 Code pursuant to 11 U.S.C. § 523(a)(4).

14
15 **IT IS SO ORDERED.**

16
17 **DATED: September 17, 2009**


18 **Hon. Otis D. Wright II**
19 **United States District Court**

20 Respectfully Submitted,

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22 **DATED: September 14, 2009** **KURT OSENBAUGH, ESQ.**
ELIZA KARAPETYAN, ESQ.
ALSTON & BIRD LLP

23
24 **MICHAEL J. KEATON, ESQ.**
KEATON & ASSOCIATES, P.C.

25
26

Eliza Karapetyan, Esq.
27 **One of Plaintiff's Attorneys**
LOBUE GROWERS COOPERATIVE,
28 **d/b/a LOBUE BROS, INC.**