

JS-6

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 9 NZG Specialties, Inc. d/b/a Gourmet Trading  
 10 Company

11 **UNITED STATES DISTRICT COURT**  
 12 **CENTRAL DISTRICT OF CALIFORNIA, EASTERN DIVISION**

13 NZG SPECIALTIES, INC.  
 14 d/b/a GOURMET TRADING  
 15 COMPANY,<sup>1</sup>

16 Plaintiff,

17 - against -

18 NEW WATER CO., and MARLON  
 19 ABARCA,

20 Defendants.

NO.: EDCV 21-1933-GW-SPx

**FINAL JUDGMENT**

21 UPON CONSIDERATION of Plaintiff NZG Specialties, Inc. d/b/a Gourmet  
 22 Company’s Motion for Entry of Default Judgment, the memorandum in support, the  
 23 declarations of Plaintiff’s representative and Plaintiff’s attorneys and the exhibits  
 24 annexed thereto, and Plaintiff’s Complaint demonstrating that: Plaintiff and Defendant  
 25 New Water Co. (“New Water”) are licensed dealers under the Perishable Agricultural  
 26 Commodities Act (“PACA”), 7 U.S.C. § 499a *et seq.*; Plaintiff sold wholesale

27 \_\_\_\_\_  
 28 <sup>1</sup> The trade name of Plaintiff was initially listed incorrectly as “Gourmet Trading, Inc.”  
 Plaintiff’s correct trade name is Gourmet Trading Company.

1 quantities of produce to New Water for which it has not been paid; Defendant Marlon  
2 Abarca is and was the owner, officer, and/or director of New Water; Plaintiff's invoices  
3 included the language required by 7 U.S.C. § 499e(c)(4) to preserve its rights under  
4 the trust provision of the Perishable Agricultural Commodities Act ("PACA"), 7  
5 U.S.C. § 499e(c)(2); Plaintiff's invoices entitle it to interest at the rate of 18% per  
6 annum and attorneys' fees and costs in the event of non-payment; and finding that  
7 interest, attorneys' fees, and costs are "sums owing in connection with" the produce  
8 sales; and it further appearing that Defendants failed to plead or otherwise appear in  
9 this action; and that Defendants are not infants, incompetent persons, or in the military  
10 service of the United States, IT IS HEREBY

11 **ORDERED, ADJUDGED AND DECREED** that default judgment is hereby  
12 entered in favor of NZG Specialties, Inc. d/b/a Gourmet Trading Company, and against  
13 New Water Co. and Marlon Abarca, jointly and severally, pursuant to the trust  
14 provision of the Perishable Agricultural Commodities Act, 7 U.S.C. § 499e(c), in the  
15 total amount of \$57,662.99, which includes the principal amount of \$43,759.00,  
16 interest owed on that debt through January 26, 2022, in the amount of \$9,558.80,  
17 attorneys' fees through December 31, 2021, in the amount of \$3,732.31, and costs in  
18 the amount of \$612.48.

19  
20  
21 IT IS SO ORDERED.

22  
23 Dated this 17<sup>th</sup> day of February 2022.

24  
25  
26 

27 HON. GEORGE H. WU,  
28 UNITED STATES DISTRICT JUDGE