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UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA

Trabocca B.V.,

Plaintiff,

v.

Growers Direct Coffee Company, Inc., and
Uncommon Grounds, Inc.,

Defendants.

Case No. CV 08 5588 ~~(JL)~~ CRB

**FINDINGS OF FACT, CONCLUSIONS
OF LAW, AND ORDER GRANTING
PLAINTIFF'S MOTION FOR ENTRY
OF DEFAULT JUDGMENT**

The above-captioned matter came on before the undersigned Judge of District Court on Plaintiff Trabocca B.V.'s motion for entry of default judgment against Defendant Uncommon Grounds, Inc., only. All proceedings against Defendant Growers Direct are stayed by virtue of its bankruptcy filing in the United States District Court for the District of Nevada.

FINDINGS OF FACT

1. Uncommon Grounds was served with the complaint on December 16, 2008, evidenced by the proofs of service of summons on file with this Court, filed December 18, 2008 at Docket numbers 4 and 5.

2. Despite two extensions of time to respond to the Complaint, Uncommon has to date not responded to the Complaint, and default was entered by the Clerk of Court on February 19, 2009 (Docket No. 12).

3. Uncommon contracted for, and agreed to purchase from Trabocca the following goods:

Contract No.	Date	Quantity	Unit Price	Invoice Amt.	Terms
SBO800107	April 29, 2008	36,000 kgs.	\$2.62/lb	\$207,940.01	CIF Oakland
SBO800108	April 29, 2008	36,000 kgs.	\$2.62/lb.	\$207,940.01	CIF Oakland
SBO800109	April 29, 2008	36,000 kgs.	\$2.62/lb.	\$207,940.01	CIF Oakland

1	SBO800110	April 29, 2008	36,000 kgs.	\$2.62/lb	\$207,940.01	CIF Oakland
2	SBO800111	June 28, 2008	18,000 kgs.	\$2.47/lb.	\$98,017.52	CIF New Jersey
3	SBO800121	April 29, 2008	18,000 kgs.	\$2.40/lb.	\$95,239.70	FOB Djibouti
4	SBO800201	July 14, 2008	18,000 kgs.	\$2.25/lb.	\$89,287.22	CIF New Jersey
5	SBO800239	July 14, 2008	18,000 kgs.	1.72/lb.	\$68,255.12	CIF USA main port
6	TOTAL		234,000 kgs.		\$1,182,559.60	

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8 4. Uncommon Grounds failed and refused to take delivery of the coffee specified by

9 the contracts, and failed and refused to pay the contracted for sums.

10 5. Trabocca has made efforts to sell the container loads of coffee it specifically

11 sourced for Defendants, in order to minimize its damages.

12 6. At the commencement of this action, Plaintiff sought damages as to Uncommon

13 Grounds in the amount of \$1,182,559.60 plus container demurrage costs, storage costs, shipping

14 and handling costs, interest, and legal fees.

15 7. As a result of Plaintiff's efforts to resell the coffee, Plaintiff has managed to reduce

16 its damages as follows:

17 a. As to contract no. SBO800108, Plaintiff has suffered damages in the amount of

18 \$16,257.84, exclusive of legal fees and costs.

19 b. As to contract no. SBO800109, Plaintiff has suffered damages in the amount of

20 \$13,883.97, exclusive of legal fees and costs.

21 c. As to contract no. SBO800110, Plaintiff has suffered damages in the amount of

22 \$2,742.01, exclusive of legal fees and costs.

23 d. As to contract no. SBO800111, Plaintiff has suffered damages in the amount of

24 \$3,532.87, exclusive of legal fees and costs.

25 e. As to contract no. SBO800121, Plaintiff has suffered damages in the amount of

26 \$15,465.83, exclusive of legal fees and costs.

27 f. As to contract no. SBO800201 are accordingly \$4,750.01, exclusive of legal fees

28 and costs.

1 g. As to contract no. SBO800239, Plaintiff has suffered damages in the amount of
2 \$86,131.01, exclusive of legal fees and costs, plus \$33.66 for each day between June 24, 2009,
3 and entry of judgment.

4 h. Plaintiff has incurred reasonable legal fees in the amount of \$12,764.85, which it is
5 entitled to recover pursuant to the terms of its contracts with Uncommon Grounds.

6 i. Plaintiff's total damages are accordingly \$168,891.42, inclusive of container
7 demurrage costs, storage costs, warehouse handling, shipping and handling costs, interest, and
8 legal fees, plus \$33.66 for each day between June 24, 2009, and entry of judgment.

9 CONCLUSIONS OF LAW

10 1. Uncommon Grounds, Inc., contracted for the purchase of the goods set forth in
11 Finding of Fact 3 above.

12 2. Uncommon Grounds, Inc., has defaulted on its contracts with Trabocca B.V.

13 3. Trabocca B.V. has suffered damages as the direct and proximate result of
14 Uncommon Grounds' default, in the amount of \$168,891.42, inclusive of container demurrage
15 costs, storage costs, warehouse handling, shipping and handling costs, interest, and legal fees.

16 4. Trabocca B.V. is entitled to entry of judgment in the amount of \$168,891.42,
17 inclusive of container demurrage costs, storage costs, warehouse handling, shipping and handling
18 costs, interest, and legal fees, plus \$33.66 for each day between June 24, 2009, and entry of
19 judgment.

20 ORDER

21 1. Plaintiff Trabocca B.V.'s motion for entry of judgment is **GRANTED**.

22 2. The Clerk of Court shall enter judgment in favor of Trabocca B.V. and against
23 Uncommon Grounds, Inc., in the amount of \$168,891.42, plus \$33.66 for each day between June
24 24, 2009, and entry of judgment. The total is therefore \$172, 190.10 (CRB).

25 **THERE BEING NO REASON FOR DELAY, LET JUDGMENT BE ENTERED**

26 **IMMEDIATELY, PURSUANT TO FEDERAL RULE OF CIVIL PROCEDURE 54(b).**

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DATED: Sept. 30, 2009

BY THE COURT

