

IN THE UNITED STATES DISTRICT COURT
FOR THE CENTRAL DISTRICT OF ILLINOIS
SPRINGFIELD DIVISION

INDIANAPOLIS FRUIT COMPANY INC,)	
)	
Plaintiff,)	
)	
v.)	Case No. 10-3223
)	
ONEY’S INC. d/b/a Oney’s Foods, Havana; d/b/a)	
Oney’s Foods, Mason City; and d/b/a Oney’s)	
Foods, Manito, IL; and SHERYL ROOS,)	
individually, and JEFFREY ONEY)	
a/k/a Jeff Oney, individually)	
)	
Defendants.)	

OPINION

SUE E. MYERSCOUGH, United States District Judge.

This cause is before the Court on the Plaintiff Indianapolis Fruit Company, Inc.’s Motion for Default Judgment Against All Defendants (d/e 37). For the following reasons, the Motion is GRANTED.

FINDINGS

A. Plaintiff filed its First Amended Complaint against Defendants Oney’s Inc. d/b/a Oney’s Foods, Havana; d/b/a Oney’s Foods, Mason City; and d/b/a Oney’s Foods, Manito, IL (“Company”), and Sheryl Roos

and Jeffrey Oney a/k/a Jeff Oney, individually. In the First Amended Complaint, Plaintiff sought protection of its interests under the Perishable Agricultural Commodities Act 7 U.S.C. § 499a-499t ("PACA") (Count I). In addition, Plaintiff alleged breach of contract (Count II) and breach of fiduciary duty to PACA trust beneficiaries (Count III). Defendants were served. The Company was required to answer or otherwise plead on or before October 29, 2010. Sheryl Roos was required to answer or otherwise plead on or before April 15, 2011. Jeffrey Oney a/k/a Jeff Oney was required to answer or otherwise plead on or before April 19, 2011.

B. Each of the Defendants failed to answer, plead, or otherwise defend.

C. Defendants Sheryl Roos and Jeffrey Oney are not incompetent, infants, nor in military service.

D. Plaintiff has submitted the Affidavit of Beth Mouzin, Controller of Plaintiff, asserting that Defendants owed Plaintiff \$37,795.25 as of May 5, 2011, which includes the unpaid invoices, interest, attorney fees,

and costs. Copies of the invoices were attached to the Affidavit. The request for attorney fees and costs in the amount of \$15,446.77 was supported by the Declaration and Supplemental Declaration of attorney David A. Adelman.

Good cause appearing therefor, the Court finds that the Plaintiff, in accordance with Rule 55 of the Federal Rules of Civil Procedure, is entitled to judgment by default against: 1) Oney's Inc. d/b/a Oney's Foods, Havana; d/b/a Oney's Foods, Mason City; and d/b/a Oney's Foods, Manito, IL; and 2) Sheryl Roos, individually; and 3) Jeffrey Oney a/k/a Jeff Oney, individually, with execution on this Judgment to issue immediately.

Accordingly, IT IS HEREBY ORDERED, ADJUDGED AND DECREED as follows:

1. Final Judgment is GRANTED and entered in favor of Plaintiff and against Defendants Oney's Inc. d/b/a Oney's Foods, Havana; d/b/a Oney's Foods, Mason City; and d/b/a Oney's Foods, Manito, IL; Sheryl Roos, individually; and Jeffrey Oney a/k/a Jeff Oney, individually, on

Count I of the Complaint.

2. Final Judgment is GRANTED and entered in favor of Plaintiff and against Defendant Oney's Inc. d/b/a Oney's Foods, Havana; d/b/a Oney's Foods, Mason City; and d/b/a Oney's Foods, Manito, IL, on Count II of the Complaint.

3. Final Judgment is GRANTED and entered in favor of Plaintiff and against Defendants Sheryl Roos and Jeffrey Oney a/k/a Jeff Oney, each in their individual capacities, on Count III of the Complaint.

4. Judgment is entered in favor of Plaintiff and against Defendants, jointly and severally, in the amount of \$37,795.25.

5. There is no just reason for delaying the enforcement of this judgment, or an appeal therefrom.

ENTERED: June 23, 2011

FOR THE COURT:

s/Sue E. Myerscough
SUE E. MYERSCOUGH
UNITED STATES DISTRICT JUDGE