

UNITED STATES DISTRICT COURT  
EASTERN DISTRICT OF NEW YORK

**FILED**  
CLERK'S OFFICE  
U.S. DISTRICT COURT E.D.N.Y.

GIUMARRA AGRICOM INTERNATIONAL,  
LLC,

★<sup>x</sup> FEB 28 2018 ★

**BROOKLYN OFFICE**

Plaintiff,

-against-

NOT FOR PUBLICATION  
**MEMORANDUM & ORDER**  
17-CV-2222(CBA) (PK)

FRESH GROWERS DIRECT, INC., and  
YUSUFOV YUVAK,

Defendants.

-----X  
**AMON, United States District Judge:**

In the complaint filed in this action, Plaintiff Giumarra Agricom International, LLC (“Giumarra”) claims that defendants Fresh Growers Direct, Inc. (“Fresh Growers”), and its principal, Yusufov Yuval, breached the parties’ contractual agreement and violated the Perishable Agricultural Commodities Act (“PACA”) by failing to pay for three shipments of avocados. Neither of the defendants have appeared in these proceedings, and the Clerk of Court noted the defaults of Yuvak on July 6, 2017, (D.E. # 11), and Fresh Growers on August 11, 2017, (D.E. # 15). Giumarra thereafter moved for a default judgment against the defendants on August 25, 2017, (D.E. # 16), and on September 7, 2017 the Court referred that motion to Magistrate Judge Peggy Kuo for a Report and Recommendation (“R&R”). On January 30, 2018, Magistrate Judge Kuo issued a thorough and well-reasoned R&R, recommending that Giumarra’s motion be granted in part and denied in part. (D.E. # 17.)

When deciding whether to adopt a report and recommendation, a district court “may accept, reject, or modify, in whole or in part, the findings or recommendations made by the magistrate judge.” 28 U.S.C. § 636(b)(1). To accept those portions of the R&R to which no timely objection has been made, “a district court need only satisfy itself that there is no clear error on the face of

the record.” Jarvis v. N. Am. Globex Fund, L.P., 823 F. Supp. 2d 161, 163 (E.D.N.Y. 2011)  
(internal quotation marks and citation omitted).

No party has objected to the R&R. The Court has therefore reviewed the R&R for clear error. Finding none, the Court adopts the R&R as the opinion of the Court. Giumarra is entitled to the following damages: \$31,040 for breach of contract and violations of the PACA, and pre-judgment interest in the amount of \$10,988.36. Plaintiff is also entitled to post-judgment interest as prescribed by 28 U.S.C. § 1961. Finally, the Court adopts in full the recommended award of \$6,074 in attorneys’ fees and costs.

### CONCLUSION

For the reasons stated above, the Court adopts the R&R. The Clerk of the Court is directed to enter the following judgment against the defendants, jointly and severally, and in favor of the plaintiff: \$42,028.36 in damages, plus \$6,074 in attorneys’ fees, and post-judgment interest as prescribed by 28 U.S.C. § 1961. The Clerk of Court is directed to close the case.

SO ORDERED.

Dated: February 27, 2018  
Brooklyn, New York

s/Carol Bagley Amon  
Carol Bagley Amon  
United States District Judge