| Evans Fruit Compa | any Inc v. KDLO Enterprises Inc et a | | | | | Doc. |
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| | Case 3:07-cv-05301-RBL | Document 37 | File | d 10/15/2007 | Page 1 of 3 | |
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| 6 | UNITED STATES DISTRICT COURT | | | | | |
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| 8 | FOR THE WESTERN DISTRICT OF WASHINGTON, TACOMA DIVISION | | | | | |
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| 9 | | |) | Case No. 3:07 | -cv-05301-RBL | , |
| 10 | EVANS FRUIT COMPANY, I | NC., a Washingto | on) | | | |
| og 11 | corporation, | |) | | | |
| 11 00 35000 ≥ 4 12 | Plaintiff, | |) | | | |
| CE DR FORNI 11 12 13 | VS. | |) | | | |
| | KDLO ENTERPRISES, INC., | a Washington |) | | | |
| | corporation d/b/a PACIFIC HA | | G;) | | | |
| EWPOF EWPOF SUIT (949) AX (949) AX (949) | KEVIN M. PEDERSON, an In DONNA MAE PEDERSON, a | |) | | | |
| [∞] [∞] [∞] [∞] [∞] ¹⁶ | | | Ś | | | |
| 0 0 ME No 17 | Defenda | nts. |) | | | |
| ž 18 | CURRY & COMPANY, INC., | | — ; | | | |
| | corporation; PARAMOUNT C COOPERATIVE, a California | |) | FINAL JUD | OGMENT | |
| 19 | as PARAMOUNT CITRUS AS | |) (g | | | |
| 20 | Partnership; and STEINBECK | |) | | | |
| 21 | PRODUCE, Inc., a California c | corporation. |) | | | |
| 22 | Interven | ing Plaintiffs, |) | | | |
| 23 | VS. | |) | | | |
| | | |) | | | |
| 24 | KDLO Enterprises, Inc., a Was | | | | | |
| 25 | PEDERSON, an Individual; an | |) | | | |
| 26 | PEDERSON, an Individual, | |) | | | |
| 27 | Defenda | nts. |) | | | |
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Having read and considered the Stipulation for Entry of Judgment between Intervening Plaintiffs Curry & Company, Inc., Paramount Citrus Cooperative a/t/a Paramount Citrus Association and Steinbeck Country Produce, Inc. ("Intervening Plaintiffs") and Defendants KDLO Enterprises, Inc. d/b/a Pacific Harbor Trading ("PHT"), Kevin M. Pederson and Donna Mae Pederson (collectively "The Individual Defendants") (PHT and The Individual Defendants collectively referred to as "The Defendants"), and all supporting pleadings and exhibits already on file with this Court, and good cause appearing therefor,

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IT IS HEREBY ORDERED that:

1. Curry & Company, Inc. ("Curry") is a valid trust beneficiary of Defendants KDLO Enterprises, Inc. d/b/a Pacific Harbor Trading, Kevin M. Pederson and Donna Mae Pederson under Section 5(c) of the PACA, 7 U.S.C. §499e(c), in the principal amount of \$46,011.00, plus accrued interest totaling \$2,795.72 and attorneys' fees totaling \$7,399.30, for an aggregate total of \$56,206.02.

2. Judgment shall be entered in favor of Curry and against The Defendants in the total amount of \$56,206.02.

3. Paramount Citrus Cooperative a/t/a Paramount Citrus Association ("Paramount") 17 is a valid trust beneficiary of Defendants KDLO Enterprises, Inc. d/b/a Pacific Harbor Trading, 18 Kevin M. Pederson and Donna Mae Pederson under Section 5(c) of the PACA, 7 U.S.C §499e(c), 19 in the principal amount of \$31,162.00, plus accrued interest totaling \$1,823.62 and attorneys' fees 20 totaling \$5,011.79, for an aggregate total of \$ 37,997.41.

21 4. Judgment shall be entered in favor of Paramount and against The Defendants in the total amount of \$37,997.40. 22

5. 23 Steinbeck Country Produce, Inc. ("Steinbeck") is a valid trust beneficiary of Defendants KDLO Enterprises, Inc. d/b/a Pacific Harbor Trading, Kevin M. Pederson and Donna 24 25 Mae Pederson under Section 5(c) of the PACA, 7 U.S.C. §499e(c) in the principal amount of 26 \$60,407.00, plus accrued interest totaling \$5,353.00 and attorneys' fees totaling \$9,716.02, for an 27 aggregate total of \$75,476.02.

6. Judgment shall be entered in favor of Steinbeck and against The Defendants in the 1 2 total amount of \$75,476.02.

3 7. Defendants PHT and The Individual Defendants shall be jointly and severally 4 liable for all amounts due under this judgment.

8. Intervening Plaintiffs shall further be entitled to recover pre-judgment interest from and after the date of initial default at the rate of 18% per annum through the date on which judgment is entered hereon.

8 9. Intervening Plaintiffs shall further be entitled to recover post-judgment interest at 9 the rate of 18% per annum on all unpaid sums until fully paid.

10 10. The full amount due to Intervening Plaintiffs under the terms of this judgment qualifies for trust protection under the Perishable Agricultural Commodities Act ("PACA") [7 U.S.C. §499e et seq.].

The Clerk shall enter judgment forthwith.

IT IS SO ORDERED this 15th day of October, 2007.

RONALD B. LEIGHTON UNITED STATES DISTRICT JUDGE

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