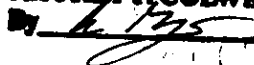


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IN THE UNITED STATES DISTRICT COURT  
FOR THE DISTRICT OF COLORADO  
Judge R. Brooke Jackson

Civil Action No. 15-cv-1605

CAITO FOODS SERVICE, INC. )  
 )  
 ) Plaintiff, )  
 )  
 ) v. )  
 )  
 ) THE LANES CONSULTING FIRM, LLC )  
 ) d/b/a Rocco's Produce, et al. )  
 )  
 ) Defendant. )

I, the undersigned, Clerk of the United States District Court for the District of Colorado, do certify that the foregoing is a true copy of an original document remaining on file and record in my office.  
WITNESS my hand and SEAL of said Court this 5 day of May 2016.  
JEFFREY P. COLWELL  
By  Deputy

**ORDER GRANTING PLAINTIFF'S MOTION FOR ATTORNEYS' FEES AND COSTS**

THIS MATTER came before the Court upon consideration of the Motion of Plaintiff Caito Foods Service, Inc. for attorneys' fees and costs, with Plaintiff's Motion for Default Judgment having already been granted. (Doc. No. 30.) Upon consideration of the Motion, along with the accompanying Declaration and authenticated exhibits, the Court makes the following findings:

1. The PACA trust provision [7 U.S.C. §499e(c)(2)] provides in pertinent part:

(2) Perishable agricultural commodities received by a commission merchant, dealer, or broker in all transactions, and all inventories of food or other products derived from perishable agricultural commodities, and any receivables or proceeds from the sale of such commodities or products, shall be held by such commission merchant, dealer, or broker in trust for the benefit of all unpaid suppliers or sellers of such commodities or agents involved in the transaction, until full payment of the sums owing in connection with such transactions has been received by such unpaid suppliers, sellers, or agents. (Emphasis added.)

2. Plaintiff maintains express contractual claims for interest and attorneys' fees as terms and conditions of sale based on the following language appearing on each invoice issued to Defendant:

2016062778  
Page: 1 of 2  
D \$0.00  
ODR  
R \$16.00  
05/13/2016 02:23 PM  
City & County of Denver

Full payment includes any attorney fees incurred to collect the proceeds, plus interest at the rate of 18% per annum on the unpaid balance.

3. Separately, Plaintiff also maintains statutory claims for attorneys' fees by and through enforcement of its U.S.D.A. reparations award pursuant to 7 U.S.C. §499(g)b, wherein fees are mandatory to the prevailing party.

4. The Court finds that Plaintiff is the prevailing party as to all causes of action set forth in the Complaint, and has already been granted Default Final Judgment thereon.


5. The Court has applied the lodestar analysis and finds the hourly rate, the total hours, and the total fees and costs to be reasonable for this particular case.

Accordingly, after due consideration, it is **ORDERED AND ADJUDGED** that the Motion is granted and Plaintiff is entitled to and is hereby awarded \$21,375.00 in attorneys' fees and \$1,120.78 in costs to be taxed to Defendant The Lanes Consulting Firm, LLC d/b/a Rocco's Produce.

**IT IS SO ORDERED.**

BY THE COURT:

May 2, 2016



\_\_\_\_\_  
DATE

\_\_\_\_\_  
R. BROOKE JACKSON  
UNITED STATES DISTRICT JUDGE

*Prepared by / Return To:*

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