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UNITED STATES DISTRICT COURT
FOR THE CENTRAL DISTRICT OF CALIFORNIA

DAVALAN SALES, INC., a California corporation; et al,

Plaintiffs,

v.

TRISTIN'S BROKERAGE CO., INC., a corporation; et al.,

Defendants.

CASE NO. 2:12-cv-00118-DMG-SS

JUDGMENT [39]

Having read and considered the Stipulation For entry of judgment entered into by and between Plaintiffs DAVALAN SALES, INC., a California corporation ("DSI"), and DAVALAN SALES, INC., a California corporation also trading as THE BANANA COMPANY ("TBC"); and Intervening Plaintiffs, VAL-PRO, INC. dba VALLEY FRUIT & PRODUCE CO., INC. ("VFPC"); KERN RIDGE GROWERS, LLC ("KRG"); SCARBOROUGH FARMS, INC. ("SF"); and JHP PRODUCE, INC. dba J. HELLMAN PRODUCE, INC. ("JHP") (collectively referred to as "Plaintiffs"), and Defendant TRISTIN'S BROKERAGE CO., INC., a corporation, (referred to as "Tristin's" or "Defendant"), and good cause appearing therefor,

1 **IT IS HEREBY ORDERED, ADJUDGED, AND DECREED** that Plaintiffs are
2 valid trust beneficiaries of Defendant for debts owed to Plaintiffs as follows:

- 3 1. To DAVALAN SALES, INC., a California corporation, the principal amount
4 of \$70,293.30, plus attorney's fees in the amount of \$5,846.93 through January
5 21, 2013, plus finance charges at the rate of 18% per annum, on the principal
6 amount due, in the amount of \$15,737.44 through January 21, 2013, less credit
7 for money paid from PACA trust funds in the amount of \$27,689.08, for a total
8 sum due in the amount of \$64,188.59.
- 9 2. To DAVALAN SALES, INC., a California corporation also trading as THE
10 BANANA COMPANY, the principal amount of \$25,970.75, plus attorney's
11 fees in the amount of \$2,160.22 through January 21, 2013, plus finance charges
12 at the rate of 18% per annum, on the principal amount due, in the amount of
13 \$6,295.96 through January 21, 2013, less credit for money paid from PACA
14 trust funds in the amount of \$10,395.98, for a total sum due in the amount of
15 \$24,030.95.
- 16 3. To VAL-PRO, INC. dba VALLEY FRUIT & PRODUCE CO., INC., the
17 principal amount of \$129,412.55, plus attorney's fees in the amount of
18 \$10,764.41 through January 21, 2013, plus finance charges at the rate of 18%
19 per annum, on the principal amount due, in the amount of \$ \$23,708.23
20 through January 21, 2013, less credit for money paid from PACA trust funds in
21 the amount of \$49,140.57, for a total sum due in the amount of \$114,744.62.
- 22 4. To KERN RIDGE GROWERS, LLC, the principal amount of \$4,526.00, plus
23 interest on the principal amount at the legal rate in the amount of \$ \$1,312.62
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1 through January 21, 2013, less credit for money paid from PACA trust funds in
2 the amount of \$1,576.16, for a total sum due in the amount of \$4,262.46.

3 5. To SCARBOROUGH FARMS, INC., the principal amount of \$11,872.35, plus
4 attorney's fees in the amount of \$987.53 through January 21, 2013, plus
5 finance charges at the rate of 18% per annum, on the principal amount due, in
6 the amount of \$5,653.95 through January 21, 2013, less credit for money paid
7 from PACA trust funds in the amount of \$5,712.20, for a total sum due in the
8 amount of \$12,801.63.

9 6. To JHP PRODUCE, INC. dba J. HELLMAN PRODUCE, INC., the principal
10 amount of \$47,175.50, plus attorney's fees in the amount of \$3,924.01 through
11 January 21, 2013, plus interest on the principal amount at the legal rate in the
12 amount of \$5,225.96 through January 21, 2013, less credit for money paid
13 from PACA trust funds in the amount of \$17,270.74, for a total sum due in the
14 amount of \$39,054.73.

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18 **IT IS FURTHER ORDERED, ADJUDGED AND DECREED** that if a dispute
19 arises resulting in any or all of the parties incurring attorney's fees and/or costs in
20 connection in with enforcing this judgment entered hereon, the prevailing party or parties
21 shall be entitled to reimbursement of reasonable attorney's fees, expenses and costs so
22 incurred only to the extent permitted by statute, from the non-prevailing party or parties.
23 This does not include attorney's fees which are incurred by the judgment creditor simply
24 to collect the amount due under the terms of this judgment;
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27 **IT IS FURTHER ORDERED, ADJUDGED AND DECREED** that Judgment is
28 hereby entered in favor of Plaintiffs and against Defendant TRISTIN'S BROKERAGE

1 CO., INC., a corporation, in the amounts set forth at paragraphs 1 through 6, above, plus
2 additional finance charges at the rate of 1.5% per month commencing on January 22, 2013
3 and continuing through the date Judgment is entered, on the above-stated principal amounts
4 due to Plaintiffs DAVALAN SALES, INC., a California corporation; DAVALAN
5 SALES, INC., a California corporation also trading as THE BANANA COMPANY;
6 VAL-PRO, INC. dba VALLEY FRUIT & PRODUCE CO., INC.; and SCARBOROUGH
7 FARMS, INC.;, plus additional interest at the legal rate of 10% per annum commencing on
8 January 22, 2013 and continuing through the date Judgment is entered on the above-stated
9 principal sums due to Plaintiffs KERN RIDGE GROWERS, LLC and JHP PRODUCE,
10 INC., d/b/a J. HELLMAN PRODUCE, INC.
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13 **IT IS FURTHER ORDERED, ADJUDGED AND DECREED** that all Plaintiffs
14 shall be entitled to post-judgment interest at the rate of 10% per annum on all principal sums
15 due hereunder until fully paid.
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17 **IT IS FURTHER ORDERED, ADJUDGED AND DECREED** that any
18 application to prove the amount of additional interest, attorneys' fees, or costs due in
19 connection with the enforcement of this Judgment shall be made by Plaintiffs on noticed
20 motion in writing, to Defendant TRISTIN'S BROKERAGE CO., INC. to be served on
21 Defendant's attorney, Steve Kerekes, by facsimile number (626) 796-5001 and overnight
22 mail to Defendant's attorney, Steve Kerekes, at 117 E Colorado Blvd., Ste. 460, Pasadena,
23 CA 91105.
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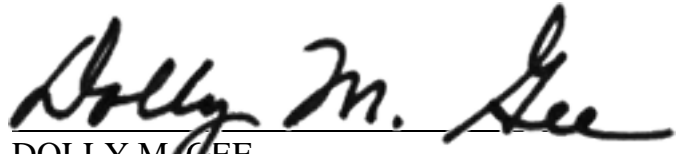
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26 **IT IS FURTHER ORDERED, ADJUDGED AND DECREED** that Cathay
27 Bank, and any other banking institution which is or is hereafter discovered to be holding
28 funds for or for the benefit of Tristin's shall immediately turn over all such funds to

1 Plaintiffs by cashier's check made payable to "Rynn & Janowsky, LLP Client Trust
2 Account" and delivered to Plaintiff's counsel, R. Jason Read, at Rynn & Janowsky, LLP,
3 4100 Newport Place Drive, Suite 700, Newport Beach, CA 92660. Upon receipt of any
4 such funds, Plaintiffs' counsel shall promptly remit to each Plaintiff that Plaintiff's pro-
5 rata share of any such funds received and shall thereafter file a Partial Satisfaction of
6 Judgment reflecting receipt of such funds.
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8 **IT IS FURTHER ORDERED AND DECREED** that any and all restraining orders
9 and injunctions entered in this case shall be automatically dissolved and terminated
10 without need for further Court order upon entry of the judgment contemplated herein or
11 upon receipt by Plaintiff's counsel of any funds presently being held by Cathay Bank or
12 any other banking institution as set forth above, whichever occurs later.
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15 **IT IS SO ORDERED.**

16 DATED: February 13, 2013

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18 DOLLY M. GEE
19 UNITED STATES DISTRICT JUDGE
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