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JS-6

UNITED STATES DISTRICT COURT  
FOR THE CENTRAL DISTRICT OF CALIFORNIA

SHAPIRO-GILMAN-SHANDLER CO., a corporation; DAVALAN SALES, INC., a corporation; DAVALAN SALES, INC, a corporation trading as THE BANANA COMPANY, GO-FRESH PRODUCE, INC., a corporation; JHP PRODUCE, INC., a corporation dba J. HELLMAN PRODUCE, INC.; CALIFRESH OF CALIFORNIA, LLC, a limited liability company; CAL PINE DISTRIBUTORS, LP, a limited partnership; COAST PRODUCE COMPANY, a corporation; ARTURO CARILLO dba DEL RIO PRODUCE CO.; INTERFRESH, INC., a corporation; LAND AND SEA DISTRIBUTING, INC., a corporation; APB, INC., a corporation dba VISION PRODUCE CO.; and MORITA PRODUCE CO., INC., a corporation,

Plaintiffs,

v.

KOSHAN, INC., a corporation d/b/a PAYLESS FOODS, also d/b/a BARGAIN FOODS; RODD, INC., a corporation; S B MART, INC., a corporation; FRANK HENDIZADEH, a/k/a FRANK HENDIZADEH RODD, an individual;

CASE NO. CV12-7395 ODW (PJWx)

**JUDGMENT AGAINST ALL DEFENDANTS**

1 BEHNAM HENDIZADEH, a/k/a  
2 BEHNAM HENDIZADEH RODD, an  
3 individual; MEHRDAD KHOSHBIN, an  
4 individual; BIJAN HENDIZADEH a/k/a  
5 BIJAN HENDIZADEH RODD, an  
6 individual,

Defendants.

7 Having read and considered the Stipulation for Entry of Judgment submitted by  
8 Plaintiffs SHAPIRO-GILMAN-SHANDLER CO. (“SGS”), a corporation; DAVALAN  
9 SALES, INC. (“Davalan”), a corporation; DAVALAN SALES, INC, a corporation  
10 trading as THE BANANA COMPANY (“Banana”), GO-FRESH PRODUCE, INC.,  
11 (“Go-Fresh”) a corporation, JHP PRODUCE, INC., a corporation dba J. HELLMAN  
12 PRODUCE, INC. (“JHP”), CALIFRESH OF CALIFORNIA, LLC, (“Califresh”) a  
13 limited liability company, CAL PINE DISTRIBUTORS, LP, (“Cal Pine”) a limited  
14 partnership, COAST PRODUCE COMPANY, (“Coast”) a corporation, ARTURO  
15 CARILLO dba DEL RIO PRODUCE CO. (“Del Rio”), INTERFRESH, INC.,  
16 (“Interfresh”) a corporation, LAND AND SEA DISTRIBUTING, INC., (“Land and  
17 Sea”) a corporation, APB, INC., a corporation dba VISION PRODUCE CO. (“Vision”)  
18 and MORITA PRODUCE CO., INC. (“Morita”), a corporation (collectively referred to  
19 herein as “Plaintiffs”) and Defendants KOSHAN, INC. (“Koshan”), a corporation doing  
20 business as PAYLESS FOODS and BARGAIN FOODS, RODD, INC. (“Rodd”), a  
21 corporation, S B MART, INC. (“S B Mart”), a corporation, FRANK HENDIZADEH,  
22 a/k/a FRANK HENDIZADEH RODD (“FHR”), an individual, BEHNAM  
23 HENDIZADEH, a/k/a BEHNAM HENDIZADEH RODD (“BHR”), an individual,  
24 MEHRDAD KHOSHBIN (“MK”), an individual, BIJAN HENDIZADEH a/k/a BIJAN  
25 HENDIZADEH RODD (“BHR”), an individual and SAMI KHOSHBIN (“SK”), an  
26 individual, and all supporting pleadings and exhibits submitted therewith and other  
27 pleadings and exhibits already on file with this court, and good cause appearing therefore,

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1 JUDGMENT IS HEREBY ENTERED in favor of Plaintiffs and against  
2 Defendants KOSHAN, INC., a corporation doing business as PAYLESS FOODS and  
3 BARGAIN FOODS, RODD, INC., a corporation, S B MART, INC., a corporation,  
4 FRANK HENDIZADEH, a/k/a FRANK HENDIZADEH RODD, an individual,  
5 BEHNAM HENDIZADEH, a/k/a BEHNAM HENDIZADEH RODD, an individual,  
6 MEHRDAD KHOSHBIN, an individual, BIJAN HENDIZADEH a/k/a BIJAN  
7 HENDIZADEH RODD, an individual and SAMI KHOSHBIN, an individual, jointly and  
8 severally, in the total amount of \$603,036.23, all of which qualifies for trust protection  
9 under the trust provision of Perishable Agricultural Commodities Act (“PACA”) [7  
10 U.S.C. §499e, *et seq.*], itemized as follows:

11 1. Principal in the cumulative total amount of \$584,285.82 (itemized as  
12 \$138,539.81 due to SGS, \$53,195.50 due to Davalan, \$80,331.26 due to Banana,  
13 \$93,191.65 due to Go-Fresh, \$38,500.50 due to JHP, \$7,040.00 due to Califresh,  
14 \$21,658.40 due to Cal Pine, \$34,936.80 due to Coast, \$8,310.00 due to Del Rio,  
15 \$6,668.00 due to Interfresh, \$6,479.00 due to Land and Sea, \$73,289.70 due to Vision  
16 and \$22,145.20 due to Morita).

17 2. Finance charges due from the date each payment fell due through  
18 September 21, 2012 in the total amount of \$11,250.41 (itemized as \$1,634.97 due to  
19 SGS, \$800.79 due to Davalan, \$870.06 due to Banana, \$1,812.89 due to Go-Fresh,  
20 \$1,177.00 due to JHP, \$306.47 due to Califresh, \$728.25 due to Cal Pine, \$681.66 due to  
21 Coast, \$175.31 due to Del Rio, \$173.80 due to Interfresh, \$220.11 due to Land and Sea,  
22 \$2,235.97 due to Vision and \$432.93 due to Morita).

23 3. Attorneys’ fees in the amount of \$7,500.00

24 Plaintiffs are further entitled to recover finance charges from September 22, 2012  
25 at the rate of 10% per annum on all unpaid principal sums due under this judgment until  
26 fully paid.

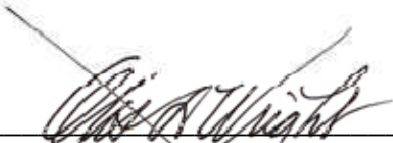
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All judgment amounts qualify for trust protection under the trust provisions of  
Perishable Agricultural Commodities Act (“PACA”) [7 U.S.C. §499e, *et seq.*],  
The Clerk shall enter judgment forthwith.

DATED: October 30, 2012

  
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HON. OTIS D. WRIGHT, II  
U.S. DISTRICT COURT JUDGE