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IN THE UNITED STATES DISTRICT COURT  
FOR THE CENTRAL DISTRICT OF CALIFORNIA, WESTERN DIVISION

WEST PAK AVOCADO, INC., a  
corporation,

Plaintiff,

v.

SEAMLESS TRANSPORTATION,  
LLC, a limited liability company;  
STEVE CHIASSON, an individual,

Defendants.

CASE NO. 5:15-cv-01422-CBM-DTBx

**ORDER RE STIPULATION FOR  
ENTRY OF JUDGMENT [28]**

[JS-6]

Having read and considered the Settlement Agreement and Stipulation of Undisputed Facts and For Entry of Judgment (“Agreement and Stipulation”) entered into by and between Plaintiff WEST PAK AVOCADO, INC. (“West Pak” or “Plaintiff”), and Defendant STEVE CHIASSON (“Chiasson” or “Defendant”) (West Pak and Chiasson are sometimes referred to herein collectively as “the Parties”), and all other pleadings and papers contained in the Court’s file in this matter, and good cause appearing therefor,

**IT IS HEREBY ORDERED** that the Agreement and Stipulation is approved in its entirety.

1           **IT IS HEREBY FURTHER ORDERED** that the following facts are hereby  
2 adopted by this Court as Findings of Fact:

3           1.       Plaintiff is, and during all times mentioned herein has been, a corporation  
4 organized and operating under the laws of the State of California.

5           2.       Plaintiff is, and during all times mentioned herein has been, duly licensed  
6 by the U.S. Department of Agriculture, operating under Perishable Agricultural  
7 Commodities Act (“PACA”) license number 19830174.

8           3.       The Defendants are and during all times mentioned herein have been doing  
9 business under the laws of the State of California.

10          4.       The total compromised amount due under this Agreement and Stipulation is  
11 \$17,000.00, which qualifies for protection under the trust provisions of PACA [7 U.S.C.  
12 §499e *et seq.*].

13           **IT IS HEREBY FURTHER ORDERED** that the foregoing Findings of Fact are  
14 binding upon the Parties hereto for all purposes but shall not be relied upon by any person  
15 not a party to this agreement for any purpose whatsoever.

16           **IT IS HEREBY FURTHER ORDERED** that the Proposed Judgment attached to  
17 the Stipulation as Exhibit 1 is hereby approved; however, said Judgment shall not be  
18 entered or enforced except in the event of Default as defined by the Agreement and  
19 Stipulation. In the event of default as defined by the Agreement and Stipulation, Plaintiffs  
20 may immediately take whatever steps are available to Plaintiff to request entry and  
21 enforcement of the judgment described herein subject only to Defendant’s right to object  
22 to entry of judgment based solely upon the following grounds and no others: (a) whether  
23 default has in fact occurred; and, (b) whether the amounts acknowledged by Plaintiff as  
24 having been received prior to default are accurate.

25           **IT IS FURTHER ORDERED** that upon entry of this Order the complaint in the  
26 above-captioned matter may be dismissed, without prejudice, subject to re-opening in the  
27 event of default for the limited purposes of interpreting and enforcing the Agreement and  
28 Stipulation and entering and enforcing Judgment thereon.

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**IT IS FURTHER ORDERED** that the U.S. District Court for the Central District of California shall retain exclusive jurisdiction over the parties and subject matter herein in order to enforce or interpret the provisions of this Agreement and Stipulation and to enter and enforce judgment thereon.

**IT IS SO ORDERED:**



DATED: August 17, 2016

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HON. CONSUELO B. MARSHALL  
UNITED STATES DISTRICT JUDGE

CC:FISCAL