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 11 and Martin J. Zaninovich

12 **UNITED STATES DISTRICT COURT**
 13 **EASTERN DISTRICT OF CALIFORNIA – FRESNO DIVISION**

14 ONIONS, ETC., INC. and DUDA FARM
 15 FRESH FOODS, INC.

16 Plaintiff,

17 vs.

18 Z&S FRESH, INC. fdba Z&S
 19 DISTRIBUTING CO., INC., MARTIN J.
 20 ZANINOVICH, LOREN SCHOENBURG,
 21 AND MARGARET aka MARGE
 22 SCHOENBURG

23 Defendants

CASE NO. 1:09-CV-00906-OWW-SMS

**OMNIBUS ORDER IDENTIFYING
 AGREED PACA CLAIM AMOUNTS
 PURSUANT TO SETTLEMENTS FILED
 ON 12/3/2009 AND 12/4/2009 PURSUANT
 TO ORDER AT HEARING ON 12/4/2009**

Complaint Filed: May 22, 2009
 Trial Date: To Be Assigned

24 **AND INTERVENING ACTIONS**

25 1. On Thursday, December 3, 2009, and Friday, December 4, 2009,
 26 Defendants Z&S Fresh, Inc. and Martin J. Zaninovich (“Defendants”) and various PACA
 27 Claimants filed stipulations and proposed settlements relating to, among other things,
 28 the agreed upon PACA Claim amounts for the PACA Claimants.

2. These stipulations and proposed Orders were filed as follows:

A. Docket No. (“DN”) 374: Stipulation and Proposed Order for Agreement
 and Resolution of PACA Claim Amounts of PACA Claimant/Intervening
 Plaintiff Rick Dreo;

B. DN 375: Stipulation and Proposed Order for Agreement and Resolution of

- 1 PACA Claim Amounts of PACA Claimant/Intervening Plaintiff Jacob
2 Hiebert;
- 3 C. DN 376: Stipulation and Proposed Order for Agreement and Resolution of
4 PACA Claim Amounts of PACA Claimant/Intervening Plaintiff Frank A.
5 Logoluso Farms;
- 6 D. DN 377: Stipulation and Proposed Order for re Objections to Peters Fruit
7 Farms Inc.'s PACA Claim;
- 8 E. DN 378: Stipulation and Proposed Order for Resolving PACA Claim
9 Amounts of PACA Claimants/Plaintiffs APB, Inc. dba Tavilla Sales
10 Company of Los Angeles; Cecilia Packing Company; Clark Farms; Duda
11 Farm Fresh Foods, Inc.; Giumarra Farms, Inc.; Giumarra International
12 Marketing; and Onions Etc., Inc.
- 13 F. DN 379: Stipulation and Proposed Order for Agreement and Resolution of
14 PACA Claim Amounts of PACA Claimants/Intervening Plaintiffs Booth
15 Ranches, LLC; King Fresh Produce, LLC; Fresco Produce, Inc.;
16 RCBerndt, Inc. dba Sierra Produce; Premium Produce Distributors, Inc.;
17 Divine Flavor, LLC; Comercial Alfonso Eyzaguirre y Cia, dba Comey Ltda;
18 Wilson Produce, LLC; Sunriver Trading Company Limited; Meyer, LLC;
19 Kirschenman Enterprises Sales; CH Distributing, LLC; Gemco, Inc.;
20 Zimmerman Farms, Inc.; Salvadore Romero; The Fruit Branch, Inc.; Raul
21 Alvarez; Maria Alvarado; William Cotner; Sunfed Produce, LLC
- 22 G. DN 380: Stipulation and Proposd Order for Agreement and Resolution of
23 PACA Claim Amounts of PACA Claimant/Intervening Plaintiff Jewel
24 Marketing &Agribusiness, LLC dba Crown Jewels Marketing, LLC
- 25 H. DN 383: Stipulation and Proposed Order for Agreement and Resolution of
26 PACA Claim Amounts of PACA Claimant/Intervening Plaintiff Del Monte
27 Fresh Produce, N.A.

28 3. The Court signed the Stipulation's and Proposed Order's identified in
paragraph 2 on Monday, December 7, 2009, as DN 383 – 393.

1 4. On Friday, December 4, 2009, a hearing on the scheduled motions was
2 held before this Court. At this hearing, this Court directed Defendants to prepare this
3 Omnibus Order setting forth the agreed PACA Claim amounts of the parties executing
4 the Stipulations identified in paragraph 2.

5 5. Pursuant to the Stipulations and Orders identified in paragraph 2, the
6 following parties agreed to valid PACA Claim amounts in the following amounts:

- 7 a. **APB, Inc. dba Tavilla Sales Company of Los Angeles** – Forty
8 Thousand Three Hundred and Sixty-One Dollars and Forty-One Cents
9 (\$40,361.40);
- 10 b. **Cecilia Packing Company** – The parties shall execute a Mutual Release;
11 and there shall be no resulting claim amount.
- 12 c. **Clark Farms** – Eighty-Six Thousand, Seven Hundred Twenty-Seven
13 Dollars and Eighty-Three Cents (\$86,727.83);
- 14 d. **Duda Farm Fresh Foods, Inc.** – One Hundred Seventy-Two Thousand
15 Six Hundred and Ninety Five Dollars and Ninety-Six Cents (\$172,695.96);
- 16 e. **Giumarra Farms, Inc.** – One Hundred Sixty-Four Thousand Eighteen
17 Dollars and Twenty-Five Cents (\$164,018.25);
- 18 f. **Giumarra International Marketing** – One Hundred Five Thousand Three
19 Hundred Ten Dollars and Thirty-Three Cents (\$105,310.33);
- 20 g. **Onions Etc., Inc.** – One Hundred Seventeen Thousand Three Hundred
21 and Ninety-One Dollars and Thirty-Eight Cents (\$117,391.38)
- 22 h. **Booth Ranches, LLC** – Three Hundred Six Thousand Two Hundred and
23 Eleven Dollars and Fifty-Cents (\$306,211.50);
- 24 i. **King Fresh Produce, LLC** – Three Hundred Ten Thousand Six Hundred
25 Thirty-Five Dollars and Fifty-Five Cents (\$310,635.55);
- 26 j. **Fresco Produce, Inc.** – Four Hundred Fifty-Four Thousand Eighteen
27 Dollars and Ninety-Four Cents (\$454,018.94);
- 28 k. **R&C Berndt, Inc. dba Sierra Produce** – One Hundred Fifty One
 Thousand Six Hundred Forty-Eight Dollars and Eight-Eight Cents

- 1 (\$151,648.88);
- 2 l. **Premium Produce Distributors, Inc.** – Two Hundred Thirty-Seven
3 Thousand Five Hundred Twelve Dollars and Forty-Two Cents
4 (\$237,512.42);
- 5 m. **Divine Flavor, LLC** – Sixty-Four Thousand Nine Hundred Forty Eight
6 Dollars and Twenty-Three Cents (\$64,948.23);
- 7 n. **Comercial Alfonso Eyzaguirre y Cia. LTDA dba Comey Ltda** – One
8 Hundred Fifty-Five Thousand Five Hundred Dollars and Eighty-Eight
9 Cents (\$155,500.88);
- 10 o. **Wilson Produce, LLC** – Fifty-Four Thousand One Hundred Ten Dollars
11 and Eighty Cents (\$54,110.80);
- 12 p. **Sunriver Trading Company Limited** – Thirty Six Thousand Three
13 Hundred Thirty-Eight Dollars and Thirty-Three Cents (\$36,338.33);
- 14 q. **Meyer, LLC** – Twenty-Seven Thousand Eight Hundred Sixty-One Dollars
15 and Seven Cents (\$27,861.07);
- 16 r. **Kirschenman Enterprises Sales** – One Hundred Twenty Three
17 Thousand Two Hundred Dollars and No Cents (\$123,200.00);
- 18 s. **CH Distributing, LLC** – Twenty Thousand Eight Hundred Sixty-One
19 Dollars and Ninety-Seven Cents (\$20,861.97);
- 20 t. **Gemco, Inc.** – Fifty Seven Thousand Nine Hundred Fifty-Nine Dollars and
21 Seven Cents (\$57,959.07);
- 22 u. **Zimmerman Farms, Inc.** – Three Thousand Four Dollars and Fifty-Eight
23 Cents (\$3,004.58);
- 24 v. **Salvadore Romero** – Thirty Six Thousand Nine Hundred and Six Dollars
25 and Twenty-Eight Cents (\$36,906.28);
- 26 w. **The Fruit Branch, Inc.** – Three Hundred Six Thousand Seven Hundred
27 Thirty-Eight Dollars and Seventy Cents (\$306,738.70);
- 28 x. **Raul Alvarez** – Twenty Six Thousand Six Hundred Fifty-Four Dollars and
Forty Seven Cents (\$26,654.47);

- 1 y. **Maria Alvarado** – Twenty Six Thousand Nine Hundred Thirty-Nine Dollars
2 and Forty Cents (\$26,939.40);
- 3 z. **William Cotner** – Fifty Nine Thousand Six Hundred Forty Dollars and
4 Seventeen Cents (\$59,640.17);
- 5 aa. **SunFed Produce, LLC** – Twenty Nine Thousand One Hundred Eighty-
6 Nine Dollars and Ninety-Three Cents (\$29,189.93)
- 7 bb. **Frank A. Logoluso Farms** – One Million Two Hundred Nine Thousand
8 Two Hundred Ninety-Nine Dollars and Eighty-Three Cents
9 (\$1,209,299.83)
- 10 cc. **Rick Dreo** – Twenty-Seven Thousand Dollars (\$27,000.00).
- 11 dd. **Jacob Hiebert** – Thirty-Two Thousand, Three Hundred Dollars and No-
12 Cents (\$32,300.00).
- 13 ee. **Jewel Marketing & Agribusiness, LLC dba Crown Jewels Marketing,**
14 **LLC** – Seventy Thousand and Seventy-One Dollars and Sixty Cents
15 (\$70,071.60), exclusive of any attorneys' fees.
- 16 ff. **Del Monte Fresh Produce, N.A.** – Thirty Thousand Eight Hundred
17 Seventy-Six Dollars and Seventy-One Cents (\$30,876.71)
- 18 gg. **Peters Fruit Farms, Inc.** – Three Hundred Seventy-Eight Thousand Eight
19 Hundred Forty-Four Dollars and Fifty-One Cents (\$378,844.51.)

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21 Having read the Stipulations and Proposed Orders identified in Paragraph 2, and
22 good cause appearing, this Court orders that the Parties identified in paragraph 5 shall
23 be deemed to have valid PACA Claim amounts in the amount, and subject to the terms
24 and conditions identified therein, in accordance with the Stipulations identified in
25 Paragraph 2.

26 IT IS SO ORDERED.

27 Dated: December 15, 2009

28

/s/ OLIVER W. WANGER
United States District Court Judge