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Attorneys for Defendants, Z&S Fresh, Inc.  
 and Martin J. Zaninovich

**UNITED STATES DISTRICT COURT**

**EASTERN DISTRICT OF CALIFORNIA – FRESNO DIVISION**

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

Plaintiff,

vs.

Z&S FRESH, INC. fdba Z&S  
 DISTRIBUTING CO., INC., MARTIN J.  
 ZANINOVICH, LOREN SCHOENBURG,  
 AND MARGARET aka MARGE  
 SCHOENBURG,

Defendants

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

**STIPULATION AND PROPOSED ORDER  
 REGARDING AGREEMENT AND  
 RESOLUTION OF PACA CLAIM  
 AMOUNTS OF PACA  
 CLAIMANT/INTERVENING PLAINTIFF  
 DANDREA PRODUCE, INC.**

Date: December 4, 2009  
 Time: 1:00 p.m.  
 Dept: 3

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

**AND INTERVENING ACTIONS**

Defendants Z&S Fresh, Inc., fdba Z&S Distributing Co., Inc. and Martin J. Zaninovich (“Defendants”), and PACA Claimant/Intervening Plaintiff Dandrea Produce, Inc. (the “PACA Claimant”)(collectively the “Parties”) herein agree and stipulate regarding resolution of objection to the PACA Claimant’s accepted PACA Claim amounts as follows:

1. A hearing on a Motion to Determine Validity of Claim is presently scheduled to be heard by this Court on December 4, 2009, at 1:00 p.m. The Parties have met and conferred to discuss resolution to the Objections to the PACA Claim of PACA Claimant/Intervening Plaintiff Dandrea Produce, Inc.

2. Pursuant to an written agreement executed by the Parties (the “Agreement”), the Parties have agreed that PACA Claimant Dandrea Produce, Inc. shall

Stipulation and Order regarding Agreed PACA  
 Claim (Dandrea)

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1 have a valid PACA Claim in the amount of Eighty-Three Thousand, Six Hundred Ten  
2 Dollars and Fifteen Cents (\$83,610.15).

3 3. The PACA Claimant stipulates that Defendant Martin Zaninovich may  
4 utilize the proceeds from his 401(k) account and/or IRA account. PACA Claimant has  
5 been advised of the current approximate balance of each account, and Defendant  
6 Martin Zaninovich has agreed to provide PACA Claimant with documentation showing  
7 the approximate current balance in each account. PACA Claimant agrees to not make  
8 any demand upon the 401(k) and/or IRA account proceeds, and further agree not to  
9 seek disgorgement from the recipients of any proceeds from such accounts. PACA  
10 Claimant further agrees to waive any claim against such 401(k) and/or IRA proceeds.  
11 PACA Claimant and Defendants agree that the agreement contained in this paragraph  
12 is conditioned upon (1) Defendant Martin Zaninovich providing documentation showing  
13 the approximate balance in each account; and (2) the aggregate balance of such  
14 accounts not exceeding the sum of Three Hundred Five Thousand Dollars  
15 (\$305,000.00).

16 4. Defendants and PACA Claimant agrees and further stipulates that this  
17 Stipulation shall not be deemed to constitute a waiver of any defense, argument,  
18 position, or rights of Defendants; whether the same be currently known or subsequently  
19 discovered by Defendants, other than that which is specifically set forth herein.

20 5. Intervening Plaintiff Frank A. Logoluso Farms joins in this Stipulation.

21 6. Counsel for PACA Claimant represents that it has all necessary approvals  
22 and/or authorizations from PACA Claimant, and that this Agreement is binding and final  
23 upon PACA Claimant.

24 7. Each party shall bear its own attorneys' fees and costs related to the  
25 execution of the Agreement.

26 8. The Agreement shall bind and inure to the benefit of all successors,  
27 assigns, and heirs of the Parties.

28 9. The Agreement states the entire agreement among the parties and  
supersedes their prior agreements, negotiations or understandings. Each of these

1 parties acknowledges and agrees that no other party, agent nor attorney of any of the  
2 parties has made any promises, representation and/or warranty – express or implied –  
3 that is not set forth in this Agreement. This Agreement may not be altered, amended or  
4 modified, except in writing executed by duly authorized representatives of the parties.

5 10. The Parties agree that this Stipulation may be executed in Counterparts.

6 Dated: December 16, 2009

WALTER & WILHELM LAW GROUP,  
a Professional Corporation

7  
8 By: /s/ Norman D. Morrison IV  
9 Norman D. Morrison IV  
10 Attorneys for Defendants, Z&S Fresh,  
Inc. and Martin J. Zaninovich

11 Dated: December 12, 2009

LAW OFFICE OF ROBERT E.  
GOLDMAN

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14 By: /s/ Robert E. Goldman  
15 Robert E. Goldman,  
16 Attorneys for PACA  
Claimant/Intervening Plaintiff Dandrea  
Produce, Inc.

17 Dated: December 16, 2009

PERKINS, MANN & EVERETT,  
A PROFESSIONAL CORPORATION

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19 By: /s/ Jan T. Perkins  
20 Jan T. Perkins, Attorneys for Intervening  
21 Plaintiff Frank A. Logoluso Farms  
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ORDER

Having read the above Stipulation, and good cause appearing,

IT IS HEREBY ORDERED that the Stipulation is approved in its entirety and that the PACA Claimant is deemed to have a valid PACA Claim in the amount identified in the Stipulation.

IT IS SO ORDERED.

Dated: December 19, 2009

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