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

12

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

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

17 Plaintiff,

18 vs.

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

Defendants

14 **AND INTERVENING ACTIONS**

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

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

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

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

7 WALTER & WILHELM LAW GROUP,  
8 a Professional Corporation

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

13 Dated: December 12, 2009

14 LAW OFFICE OF ROBERT E.  
15 GOLDMAN

16 By: /s/ Robert E. Goldman  
17 Robert E. Goldman,  
18 Attorneys for PACA  
19 Claimant/Intervening Plaintiff Dandrea  
20 Produce, Inc.

21 Dated: December 16, 2009

22 PERKINS, MANN & EVERETT,  
23 A PROFESSIONAL CORPORATION

24 By: /s/ Jan T. Perkins  
25 Jan T. Perkins, Attorneys for Intervening  
26 Plaintiff Frank A. Logoluso Farms

## 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