

1 T. SCOTT BELDEN, State Bar No. 184387
2 KALEB L. JUDY, State Bar No. 266909
3 KLEIN, DENATALE, GOLDNER,
4 COOPER, ROSENLIEB & KIMBALL, LLP
5 4550 California Avenue, Second Floor
6 Bakersfield, California 93309
7 Telephone: (661) 395-1000
8 Facsimile: (661) 326-0418
9 Email: sbelden@kleinlaw.com; kjudy@kleinlaw.com

10 Attorneys for Market 52, Inc., Jerald D. Downs, and
11 Lyndsey C. Downs

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

15 CHARANJIT BATTH, and GAGAN BATTH,
16 individuals,

17 Plaintiffs,

18 v.

19 MARKET 52, INC., a California corporation;
20 JERALD D. DOWNS, and LYNDSEY C.
21 DOWNS, individuals,

22 Defendants.

Case No. 1:11-CV-01806-AWI-SKO

**STIPULATION AND ORDER FOR
ENTRY OF JUDGMENT AND
DISSOLUTION OF
PRELIMINARY INJUNCTION**

23 Plaintiffs, Charanjit Batth and Gagan Batth, by and through their undersigned attorneys,
24 and Defendants, Market 52, Jerald Daniel Downs and Lyndsey C. Downs, hereby stipulate and
25 agree to the terms of this Stipulation and Order, and the Court hereby approves this Stipulation
26 and enters the Order thereon.

27 1. Plaintiffs, Charanjit Batth and Gagan Batth, are trust creditors under the
28 provisions of the Perishable Agricultural Commodities Act, 7 U.S.C. §499e(c), against
Defendants, Market 52, Jerald Daniel Downs and Lyndsey C. Downs, jointly and severally,
and on a debt in the principal amount of \$77,915.75. Plaintiffs are also general creditors of
Market 52, Jerald Daniel Downs and Lyndsey C. Downs, jointly and severally, in an additional
amount of at least \$101,020.50.

1 2. Defendants, Market 52, Jerald Daniel Downs and Lyndsey C. Downs, shall pay
2 to Plaintiffs Charanjit Batth and Gagan Batth the total sum of \$178,936.25, as follows:
3 \$50,000.00 on or before 45 days from execution of this Stipulation, and the remaining balance
4 in separate, equal weekly installments of \$5,000.00, commencing on or before the first Friday
5 that is at least seven days after the initial payment, and continuing each Friday thereafter until
6 the \$178,936.25 is paid in full. All payments shall be by certified check, cashier's check,
7 money order, or wire transfer, payable to Charanjit Batth and Gagan Batth and delivered to
8 Charanjit Batth and Gagan Batth, c/o Campagne, Campagne, & Lerner, 1685 N. Helm Avenue,
9 Fresno, CA 93727, on or by the date payment is due. The initial payment will be allocated to
10 the debt subject to PACA and the debt not subject to PACA in the ratio of .50 to .50. Each
11 additional payment will be allocated to the debt subject to PACA and the debt not subject to
12 PACA, in the ratio .385 to .615.

13 3. To secure the payment of said amount, defendants Market 52, Jerald Daniel
14 Downs and Lyndsey C. Downs, have agreed that judgment may be entered against them in the
15 amounts noted above. Plaintiffs have agreed to refrain from executing on that judgment as
16 long as defendants make the payments noted above.

17 4. If there is a default in the payment of any of the payments referenced in
18 paragraph 2, that remains uncured for a period of three business days, the aforesaid sum above
19 mentioned in paragraphs 1 and 2 above, or any balance that may appear to be unpaid thereon,
20 together with all costs and reasonable attorney's fees to collect the sum due (including those
21 incurred to determine additional costs and fees) (hereafter "the Debt"), less any payments made
22 pursuant to this Stipulation, shall, at the option of the Plaintiff, thereupon become immediately
23 due and payable, and Plaintiffs shall be entitled to take any lawful action to execute on the
24 judgment.

25 5. Nothing herein, including the installment nature of the payments being made
26 hereunder, shall be deemed, interpreted or otherwise construed as an extension of credit by the
27 Plaintiff to Defendants, or as a waiver of the Plaintiffs' rights under the statutory trust
28 provision of the Perishable Agricultural Commodities Act ("PACA"), 7 U.S.C. §499e(c) to

1 pursue third parties for the recovery of PACA trust assets. Plaintiffs' rights under this
2 Stipulation and Order are in addition to their rights under said trust provision.

3 6. The Court shall retain jurisdiction over the parties during the pendency of the
4 application of this Order.

5 7. This Order supersedes the Order on Plaintiffs' Application for Preliminary
6 Injunction which was granted on November 17, 2011. The Order on Plaintiffs' Application for
7 Preliminary Injunction is hereby dissolved, effective immediately.

8 **IT IS SO STIPULATED**

9 Dated this 8th day of December, 2011

10 MARKET 52, INC.

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12 By /s/ Jerald Daniel Downs
13 Jerald Daniel Downs, President

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15 JERALD DANIEL DOWNS

16

17 By: /s/ Jerald Daniel Downs
18 Jerald Daniel Downs, Individually

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20 LYNDSEY C. DOWNS

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22 By: /s/ Lyndsey C. Downs
23 Lyndsey C. Downs, Individually

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27 [Additional signatures follow]

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CAMPAGNE, CAMPAGNE, & LERNER, PC

By: /s/ Wiley R. Driskill
JUSTIN T. CAMPAGNE
WILEY R. DRISKILL
Attorneys for CHARANJIT BATTH and GAGAN BATTH

GAGAN BATTH

By: /s/ Gagan Batth
GAGAN BATTH

ORDER

IT IS SO ORDERED.

Dated: December 16, 2011



CHIEF UNITED STATES DISTRICT JUDGE