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7 Topsource (Beijing) Seed Co., Ltd.

8 UNITED STATES DISTRICT COURT
9 EASTERN DISTRICT
10 FRESNO DIVISION

12 TOPSOURCE (BEIJING) SEED CO.,
13 LTD.,

14 Plaintiff,

15 v.

16 MODESTO SEED COMPANY, INC.,

17 Defendant.

Case No. 1:15-cv-00208

**STIPULATED JUDGMENT AFTER
SETTLEMENT**

19 Based on the Settlement Agreement and Stipulation for Entry of Judgment of the parties
20 and good cause appearing therefore, the Court hereby finds as follows:

- 21 A. On or about May 18, 2011, plaintiff TOPSOURCE (BEIJING) SEED CO., LTD.
22 (“Topsource”), on the one hand, and defendant MODESTO SEED COMPANY, INC.
23 (“Modesto Seed”), on the other hand, entered a written Contract on Seed Production
24 (“Contract”). Under the terms of the Contract, Topsorce was to produce approximately
25 25,000 kilograms of seeds for Modesto Seed, comprised of tomato seeds (priced at 145-
26 200 ¥ per kilogram, depending on the variety), pepper seeds (priced at 125 ¥ per
27 kilogram), tomato stockseeds (priced at 195 ¥ per kilogram), and pepper stockseeds
28 (priced at 235 ¥ per kilogram).

1 B. Between September 2011 and December 2011, Topsource delivered approximately 18,115
2 kilograms of seeds, for a Contract price of \$562,480.40, to Modesto Seed, per the
3 Contract.

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5 C. Topsource subsequently sent three invoices to Modesto Seed for the seed it delivered
6 between September and December 2011. The first invoice, Invoice No. TPSS2011-004,
7 was dated September 27, 2011, and was in the amount of ¥836250 (approximately
8 \$132,755 based on the exchange rate as of the invoice date). Modesto Seed paid this
9 invoice in full by payments made on November 16, 2011 and January 16, 2012, except for
10 approximately \$570. The second invoice, Invoice No. TPPS2011-024, was dated
11 November 4, 2011, and was in the amount of \$375,946.44. The third and last invoice,
12 Invoice No. TPPS2011-027, was dated November 8, 2011 and was in the amount of
13 \$52,753.44. On February 21, 2012 and May 7, 2012, Modesto Seed made partial
14 payments totaling \$199,988 towards Invoice Nos. TPSS2011-024 and TPPS2011-027, but
15 has not made any further payments to date. Accordingly, there is currently due and owing
16 to Topsource from Modesto Seed \$229,281.88 plus interest at the maximum legal rate
17 from December 30, 2011.

18 Accordingly, based on the foregoing and the stipulation of the parties, and good cause
19 appearing therefore, IT IS HEREBY ORDERED ADJUDGED AND DECREED that judgment
20 be entered as follows:

- 21 1. Against Modesto Seed Company, Inc. in the amount of \$313,770, representing
22 \$229,281.88 plus interest at the maximum legal rate from December 30, 2011.
- 23 2. The parties shall bear their own attorney's fees and costs.
- 24 3. Modesto Seed Company, Inc.'s cross-claim is dismissed with prejudice.

25 IT IS SO ORDERED.

26 Dated: November 3, 2015

27 /s/ Barbara A. McAuliffe
28 UNITED STATES MAGISTRATE JUDGE