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28UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA

IGUACU, INC.,

No. C-09-0380 RS (EMC)

Plaintiff,

v.

**ORDER RE SUPPLEMENTAL
BRIEFING**

ANTONIO CABRERA MANO FILHO,

(Docket No. 25)Defendant.

The Court hereby orders Plaintiff to provide supplemental briefing in support of its ex parte application for a right to attach order. More specifically, the Court is in need of additional briefing with respect to the amount of consideration that ADM allegedly paid Defendant.

For the Jatai deal, Plaintiff asserts that the total consideration paid was BRL 6,483,000 because Defendant's e-mail represents that that was the "[p]urchase price to be received from ADM." *Id.*, Ex. 5 (e-mail). Plaintiff does *not* count the BRL 6,000,000 listed by Defendant as "Goodwill." In contrast, for the Limeira deal, Plaintiff asserts that the total consideration paid was BRL 101,868,000 -- which consists of not only the "[p]urchase price to be received from ADM" but also the "Goodwill" (as well as another component). Plaintiff does not explain why it did *not* include "Goodwill" as part of the total consideration for the Jatai deal but *did* include "Goodwill" as part of the total consideration for the Limeira deal. Moreover, it is not clear what Plaintiff and/or Defendant mean by "Goodwill" and whether it should be included as part of the consideration paid by ADM.

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Accordingly, the Court orders Plaintiff to provide supplemental briefing to address these two issues -- *i.e.*, (1) what is meant by “Goodwill” and whether it should be included as part of the consideration and (2) why “Goodwill” was included for the consideration for the Limeira deal but not for the Jatai deal.

This supplemental briefing shall be filed within a week of the date of this order.

IT IS SO ORDERED.

Dated: March 22, 2010



EDWARD M. CHEN
United States Magistrate Judge