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 8 **UNITED STATES DISTRICT COURT**
 9 **NORTHERN DISTRICT OF CALIFORNIA**
 10 **SAN JOSE DIVISION**

11 **CHARLIE'S ENTERPRISES, INC. dba**
 12 **BERTI PRODUCE,**

Case No. 3:09-cv-01741-VRW

Plaintiff,

vs.

13 **COOSEMANS SAN FRANCISCO,**
 14 **INC.; MICHAEL A. MURPHY, MIGUEL**
 15 **GONZALEZ and RYNELLA**
 16 **COOSEMANS,**

Defendants.

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 18 ~~**[PROPOSED]**~~ **ORDER APPROVING STIPULATION FOR SETTLEMENT UNDER**
 19 **THE PERISHABLE AGRICULTURAL COMMODITIES ACT OF 1930**

20 Presently before this Court is the Stipulation For Settlement Under The
 21 Perishable Agricultural Commodities Act of 1930, as amended, 7 U.S.C. §499e filed by
 22 Plaintiff, Berti Produce-San Francisco, Inc., and Defendants, Coosemans San Francisco
 23 and Miguel Gonzalez. Having considered the Stipulation and being otherwise fully
 24 advised in the premises,

IT IS HEREBY ORDERED:

25 A. Berti Produce is a valid trust beneficiary of Coosemans San Francisco
 26 under Section 5(c) of the PACA, 7 U.S.C. §499e(c), in the aggregate amount of
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1 \$124,442.16, inclusive of pre-judgment interest and attorneys' fees as of the date of this
2 Order (the "Settlement Amount").

3 B. The Settlement Amount shall be paid in accordance with the terms of the
4 Parties' Settlement Agreement and Mutual Release ("Agreement").

5 C. Upon full payment of \$124,442.16, Berti Produce will dismiss the instant
6 Action with Prejudice.


7 D. In the event of a Default (as defined in ¶7 of the Agreement), upon
8 Plaintiff's filing of an *ex-parte* verified motion seeking entry of the Final Judgment, the
9 Final Judgment attached hereto as Exhibit "A" shall be issued by this Court in favor of
10 Plaintiff and against Coosemans San Francisco and Miguel Gonzalez, jointly and
11 severally, in the amount of One Hundred Twenty Four Thousand, Four Hundred Forty
12 Two Dollars and 16/100 Dollars (\$124,442.16), plus attorneys' fees incurred in enforcing
13 the terms of this Agreement, less any payments made (the "Outstanding Balance").

14 E. The case against Michael A. Murphy and Rynella Coosemans is hereby
15 stayed pending full payment and dismissal. If not dismissed, Plaintiff shall file a status
16 report on June 1, 2009 advising the Court of the status of this matter.

17 F. The Temporary Restraining Order dated April 24, 2009 is hereby vacated,
18 and the bond posted by Plaintiff shall be released.

19 **IT IS SO ORDERED.**

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21 **Dated:** May 4, 2009


22 Vaughn R. Walker
23 United States District Chief Judge

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28 Copies to the parties.