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9 **UNITED STATES DISTRICT COURT**  
 10 **NORTHERN DISTRICT OF CALIFORNIA**  
 11 **OAKLAND DIVISION**

12 **HENRY AVOCADO CORPORATION**  
 13 **d/b/a CUSTOMRIPE AVOCADO**  
 14 **COMPANY,**

Case No.: 10-cv-02251-SBA

15 **Plaintiff,**

16 **vs.**

17 **P.Y. PRODUCE, LLC, et al.,**

18 **Defendants.**

19 **ORDER APPROVING AMENDED STIPULATION FOR SETTLEMENT UNDER**  
 20 **THE PERISHABLE AGRICULTURAL COMMODITIES ACT OF 1930**

21 Presently before this Court is the Amended Stipulation For Settlement Under  
 22 The Perishable Agricultural Commodities Act of 1930, as amended, 7 U.S.C. §499e filed  
 23 by Plaintiff, Henry Avocado Corporation, a California corporation doing business as  
 24 CustomRipe Avocado Company (“CustomRipe”), and Defendants, P.Y. Produce, LLC  
 25 (“P.Y. Produce”) and Jose Gomez. Having considered the Stipulation and being  
 26 otherwise fully advised in the premises,

27 **IT IS HEREBY ORDERED:**

28 A. Plaintiff is a valid trust beneficiary of Defendants under Section 5(c) of

1 the PACA, 7 U.S.C. §499e(c), in the aggregate amount of \$81,732.00 (the "Settlement  
2 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 in accordance with the Agreement, Plaintiff must  
6 stipulate to dismiss the instant action with prejudice.  
7

8 D. In the event of default as defined in the Agreement, Plaintiff may pursue  
9 the remedies set forth in the Agreement.  
10

11 E. The Temporary Restraining Order entered by this Court May 19, 2009 is  
12 hereby dissolved and rendered ineffective as to all Defendants.

13 F. The hearing on Plaintiff's Motion for Preliminary Injunction previously  
14 set for June 9, 2010 is hereby vacated.  
15

16 G. Neither the parties' Stipulation nor the Agreement is a waiver of  
17 Plaintiff's rights under the statutory trust provision of PACA, or an extension of the  
18 Parties' payment terms under Plaintiff's invoices.

19 H. Jurisdiction to reopen this case and to enforce the terms of this  
20 Stipulation and the Agreement shall rest with a Magistrate Judge of this Court.  
21

22 **PURSUANT TO STIPULATION, IT IS SO ORDERED** in Chambers at  
23 Oakland, California this \_22nd day of July, 2010.

24   
25 \_\_\_\_\_  
26 Honorable Sandra B. Armstrong  
27 United States District Judge  
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