

**UNITED STATES DISTRICT COURT
DISTRICT OF COLORADO**

ACCESS ORGANICS, INC.,)	
)	
Plaintiff,)	CIVIL ACTION
)	
v.)	Case No. 1:09-cv-01161-CMA-MEH
)	
GRANT FAMILY FARMS, INC. and ANDREW L. GRANT, individually,)	STIPULATION AND CONSENT
)	JUDGMENT
)	
Defendants.)	

STIPULATION AND CONSENT JUDGMENT

Upon the joint request of plaintiff, Access Organics, Inc. (the "Plaintiff"), and all defendants, Grant Family Farms, Inc. (the "Company") and Andrew L. Grant (the "Principal") (the Company and the Principal are hereinafter collectively referred to as the "Defendants"), for the entry of a final judgment by consent between the parties as follows:

- A) The Defendants have indicated their individual and collective consent to the entry of this Judgment and through such consent, have waived personal service and any objection to the Court's exercise of both personal and subject matter jurisdiction in this matter over them to allow for the entry of this Judgment.
- B) The Court, having been so advised, hereby finds the Defendants, jointly and severally, are indebted to the Plaintiff, for a breach of the trust imposed upon their assets under § 499e(c) the Perishable Agricultural Commodities Act, 1930, 7 U.S.C. §§ 499a-499t, as amended (2007 & Supp. 2008) (the "PACA"), in the agreed amount of \$17,998.15.

Accordingly, **IT IS HEREBY ORDERED:**

- I. On Count I of the Complaint, Final Judgment is hereby granted and entered in favor

of Plaintiff and against the Defendants, on a joint and several basis, in the amount of \$17,998.15 (hereinafter the "Outstanding Indebtedness"), less any sums recovered under any other Counts of the Complaint.

2. On Count II of the Complaint, Final Judgment is hereby granted and entered in favor of Plaintiff and against the Defendants, on a joint and several basis, in the full amount of the Outstanding Indebtedness, less any sums recovered under any other Counts of the Complaint.

3. On Count III of the Complaint, Final Judgment is hereby granted and entered in favor of Plaintiff and against the Company, in the full amount of the Outstanding Indebtedness, less any sums recovered under any other Counts of the Complaint.

4. On Count IV of the Complaint, Final Judgment is hereby granted and entered in favor of Plaintiff and against the Principal in the full amount of the Outstanding Indebtedness, less any sums recovered under any other Counts of the Complaint.

5. Nothing in this Judgment shall be construed as limiting the Plaintiff to recovery from any particular defendant before any other. While the Plaintiff is restricted to a single recovery, that recovery may be had from any of the Defendants, in any order of payment, up to and including the full amount of the Outstanding Indebtedness.

6. The Principal shall deliver the following payments to the Plaintiff, on the following schedule, and in the following manner, to preclude execution on this Judgment:

- (a) Principal shall deliver the sum of \$3,000.00 in the form of a certified check to Plaintiff's Counsel, payable to: "Keaton & Associates Client Trust", contemporaneous with the execution and return of this Consent Judgment or before June 17, 2009, and;

(b) Principal shall satisfy the remaining balance of the Outstanding Indebtedness to the Plaintiff via wire transfer to Plaintiff's Counsel in accordance with the following schedule:

Payment #1	06/17/09	\$3,000.00
Payment #2	06/26/09	\$3,000.00
Payment #3	07/03/09	\$3,000.00
Payment #4	07/10/09	\$3,000.00
Payment #5	07/17/09	\$3,000.00
Payment #6	07/24/09	\$2,998.15

(c) Principal shall make each payment set forth above via wire transfer to Plaintiff's Counsel, payable to: "Keaton & Associates Client Trust", and ensure delivery to Plaintiff's Counsel on or before the dates set forth above. The Plaintiff will apply each payment to the Outstanding Indebtedness in any order, at its sole discretion, as long as the Principal receives full credit for each such transfer.

7. As long as the above payments are each delivered to Plaintiff's Counsel on or before the dates set forth above, the Plaintiff shall not execute upon this Judgment. Upon the Principal's failure to make any payment required hereunder when due ("Default"), Plaintiff may issue a notice of Default via facsimile transmission to Mike Bartolenti at fax number: 970/568-7655, whereupon the Principal shall be afforded three (3) business days to cure the Default. If the Principal fails to cure the Default within this cure period, or if the Principal defaults a third time, regardless of cure, the Plaintiff shall be free to immediately execute upon this Judgment. Following any uncured Default or upon a third Default, Principal hereby agrees any post-Default attorneys' fees and

costs shall be added in full to the balance then due on, and become part of, the Outstanding Indebtedness under this Judgment.

8. The amount of this Consent Judgment, with a corresponding credit given for all sums Plaintiff actually receives in satisfaction hereof, is hereby expressly founded upon Principal's breach of his fiduciary duties and, as such, is hereby excepted and excluded from any discharge of personal liability which he may seek in any proceedings under Title 11, United States Code pursuant to 11 U.S.C. § 523(a)(4).

DONE AND SO ORDERED

DATE: In Chambers this ^{July} ~~23~~ day of June, 2009 in Denver, Colorado.



Hon. Christine M. Arguello
DISTRICT COURT JUDGE
UNITED STATES DISTRICT COURT
DISTRICT OF COLORADO

ACKNOWLEDGED AND AGREED:

ACCESS ORGANICS, INC.

By: 
One of Its Attorneys

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GRANT FAMILY FARMS, INC.

By: 
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ANDREW L. GRANT

By: 
Andrew L. Grant, individually