

UNITED STATES DISTRICT COURT  
MIDDLE DISTRICT OF FLORIDA  
TAMPA DIVISION

SANDIA DEPOT, INC.

Plaintiff,

CASE NO.: 8:11-cv-945-T-30TBM

v.

WAVERLY FARMS, INC., GUY  
WORTELMAN, and KATHY  
WORTELMAN,

Defendant.

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**CONSENT FINAL JUDGMENT**

THIS MATTER having come before the Court by stipulation of the parties and the Court being otherwise fully advised in the premises, it is hereby

ORDERED AND ADJUDGED:

1. Waverly Farms, Inc. and Guy Wortelman, jointly and severally, are indebted to Plaintiff for a breach of the trust imposed upon their assets under § 499e(c) of the Perishable Agricultural Commodities Act, 1930, 7 U.S.C. §§ 499a-499t, as amended (2009 & Supp. 2011) (the "PACA").

2. Plaintiff, Sandia Depot, Inc., a Texas corporation with its address at 3204 N. Expressway 281, Edinburg, TX 78540 shall have and recover from Waverly Farms, Inc., a Florida corporation with its address at 7000 Waverly Road, Waverly, FL 33877 and Guy Wortelman, an individual with the address 99 Pine Forest Lane, Haines City, FL 33844, jointly and severally, judgment in the amount of One Hundred Sixteen Thousand and 00/100's Dollars (\$116,000), less any payments made pursuant to that certain {23839943;1}

Settlement Agreement and Mutual Release between the parties, which shall bear interest at the contract rate of 12% per annum from the date of the judgment, for which sum let execution issue.

3. Nothing in this Judgment shall be construed as limiting the Plaintiff to recovery from either Waverly Farms, Inc. or Guy Wortelman before the other. While the Plaintiff is restricted to a single recovery, that recovery may be had from either Waverly Farms, Inc. or Guy Wortelman in any order of payment, up to and including the full amount of the Judgment, less any payments made pursuant to that certain Settlement Agreement and Mutual Release between the parties.

4. Upon continued timely payments to Plaintiff pursuant to that certain Settlement Agreement and Mutual Release between the parties, Plaintiff shall withhold execution on this Judgment.

5. Upon timely payment of the full Settlement Funds to Plaintiff pursuant to that certain Settlement Agreement and Mutual Release between the parties, Plaintiff agrees to release the balance then due on the judgment and provide counsel for Waverly Farms, Inc. and Guy Wortelman an executed Satisfaction of Judgment.

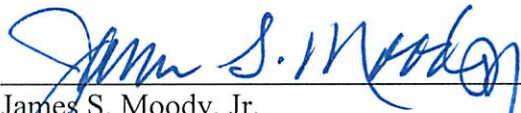
6. Waverly Farms, Inc. and Guy Wortelman hereby expressly agree that all accrued interest, along with post-judgment attorney's fees and costs resulting from execution and collection on this Consent Final Judgment shall be added in full to the balance then due on the judgment amount and the full amount of the same shall be immediately due and owing.

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

8. All claims against Kathy Wortelman are hereby dismissed without prejudice.

9. The Clerk is directed to terminate any pending motions as moot, and to close this case.

DONE AND ORDERED at Tampa, Hillsborough County, Florida on this 4  
day of April in the year 2012.

  
James S. Moody, Jr.  
UNITED STATES DISTRICT JUDGE

The Parties, by counsel, agree to entry of this Consent Judgment pursuant to the terms of the certain Settlement Agreement and Mutual Release entered between the Parties.

<p><u>/s/ John Panzarella, Esq.</u> John Panzarella, Esq. Florida Bar No. 0068306 MCINTYRE, DEESE, BARUCH, PANZARELLA, THANASIDES &amp; LYNCH, P.L. 6943 East Fowler Avenue Temple Terrace, Florida 33617 Tel: 813-899-6059 Fax: 813-899-6069 Email: john@mcintyrefirm.com</p> <p>and</p> <p><u>/s/ Kevin P. Kelley, Esq.</u> Kevin P. Kelley, Esq. KEATON &amp; ASSOCIATES, P.C. 1278 W. Northwest Highway, Suite 903 Palatine, IL 60067 Telephone: (847) 934-6500 Facsimile: (847) 934-6508 kelley@pacatrust.com</p>	<p><u>/s/ Wesley D. Tibbals, Esq.</u> Wesley D. Tibbals, Esq. Florida Bar No. 0163880 AKERMAN SENTERFITT 401 E Jackson Street, Suite 1700 Tampa, FL 33602-5803 Tel: 813-223-7333 Fax: 813-223-2837 E-mail: wesley.tibbals@akerman.com <i>Attorneys for Waverly Farms, Inc., Guy Wortelman, and Kathy Wortelman</i></p>
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