

**FILED**

SEP 16 2010

CLERK OF COURT  
U.S. DISTRICT COURT  
CENTRAL DISTRICT OF ILLINOIS

---

**UNITED STATES DISTRICT COURT  
CENTRAL DISTRICT OF ILLINOIS  
SPRINGFIELD DIVISION**

INDIANAPOLIS FRUIT COMPANY INC,  
Plaintiff,

v.

ONEY'S INC. d/b/a Oney's Foods, Havana; d/b/a Oney's  
Foods, Mason City; and d/b/a Oney's Foods, Manito, IL;  
and  
WALLACE ONEY a/k/a W. EUGENE ONEY, individually,  
and  
SHERRY ONEY, individually

Defendants.

)  
) Case No. 10-cv-03223

)  
) Judge McDade

)  
) Magistrate Judge Cudmore

~~AGREED ORDER~~

**THIS MATTER** coming before the Court for Hearing on a Preliminary Injunction or  
for Extension of Temporary Restraining Order, with the Court being fully advised of all the facts and  
circumstances herein and by agreement of the parties:

**IT IS HEREBY ORDERED THAT:**

1. The Temporary Restraining Order which was entered by the Court on September 3,

2010, shall be extended and shall remain in full force and effect for a period of time up to and including September 27, 2010 at 2:45 p.m., with the following exceptions:

- (a) Defendant Oney's, Inc. may proceed with the sale of the Mason City store's machinery, equipment and fixtures to Mason City IGA, Inc. for the sum of \$40,000.00, provided that Defendant Oney's, Inc. shall cause the following to occur: Upon closing of the sale of such machinery, equipment and fixtures to Mason City IGA, Inc., the proceeds of such sale shall be deposited into the escrow/trust account of Edwin C. Mills, III, Attorney at Law and attorney for Mason City IGA, Inc., to be disbursed as follows: First, to satisfy any obligation owed to the Illinois Department of Revenue ("IDOR") pursuant to any release issued by IDOR relative to Bulk Sale Stop Order B-96626; second, to Plaintiff, the greater of \$20,000.00 or the amount of proceeds remaining after satisfaction of the IDOR release; and thereafter, according to the agreement of Defendant Oney's, Inc. and Mason City IGA, Inc. and any other parties associated with the consummation of the sale of such machinery, equipment and fixtures. Provided that Defendant Oney's, Inc. complies with the foregoing, Plaintiff discharges and releases any lien or trust interest claimed herein pursuant to PACA, but only with respect to the machinery, equipment and fixtures sold to Mason City IGA, Inc.
- (b) Defendant Oney's Inc. may proceed with the sale of the Havana store's machinery, equipment, inventory, and fixtures to Neiman Foods, Inc. for the sum of \$50,000.00, provided that Defendant Oney's, Inc. shall cause the following to occur: Upon closing of the sale of such machinery, equipment,

inventory, and fixtures to Neiman Foods, Inc., the proceeds of such sale shall be deposited into the escrow/trust account of Pebrix & Morgan, attorney for Oney's Inc., to be disbursed as follows: First, to satisfy any obligation owed to the IDOR pursuant to any release issued by IDOR relative to Bulk Sale Stop Order B-96697; second, to Plaintiff in an amount up to \$20,000.00 unless the sum of \$20,000.00 was previously paid from the sale to Mason City IGA, Inc.; and, thereafter, according to the agreement of Defendant Oney's, Inc. and Neiman Foods, Inc. and any other parties associated with the consummation of the sale of such machinery, equipment, inventory, and fixtures. Provided that Defendant Oney's Inc., complies with the foregoing, Plaintiff discharges and releases any lien or trust interest claimed herein pursuant to PACA, but only with respect to the machinery, equipment, inventory and fixtures sold to Neiman Foods, Inc.

*This matter is set for preliminary hearing on September 27, 2010 at 3:00 pm.*

*8/16/2010*  
s/ Joe B. McDade

*U.S. District Judge*