IN THE UNITED STATES DISTRICT COURT FOR THE EASTERN DISTRICT OF PENNSYLVANIA

GLENN DISTRIBUTORS CORP., :

Plaintiff, : CIVIL ACTION

:

v. :

•

SANFORD, LP, : No. 12-513

Defendant. :

ORDER

AND NOW, this **22**nd day of **April**, **2014**, upon consideration of Sanford's Motion to Enforce Settlement, and Glenn Distributors's response thereto, it is hereby **ORDERED** that the motion (Document No. 66) is **GRANTED** as outlined below¹ and as explained in the accompanying Memorandum.

K A M.V

Berle M. Schiller, J.

¹ The Court will enforce the settlement agreement according to the following terms. First, Sanford will pay \$250,000 to Glenn Distributors after one of two events: (1) the shipment by Glenn Distributors to Sanford of products that were the subject of this lawsuit and Sanford's receipt of those products; or (2) the destruction by Glenn Distributors of products that were the subject of this lawsuit, with Glenn Distributors bearing the cost of destruction. Second, Glenn Distributors will not bring claims against Sanford relating to Sanford products that were either in Glenn Distributors's warehouse on February 4, 2014, or were sold by Glenn Distributors before that date. However, if Glenn Distributors is sued, it may still bring a third-party claim against Sanford for indemnity.