

UNITED STATES DISTRICT COURT  
EASTERN DISTRICT OF WISCONSIN  
MILWAUKEE DIVISION

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BAGINSKI POTATO COMPANY Ltd, Case No. 2:11-CV-00439-RTR

Plaintiff,

vs.

CUSTOM CUTS FRESH LLC, BRADLEY  
BECKMAN,

Defendants.

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RIVER POINT FARMS LLC,

Plaintiff,

vs.

CUSTOM CUTS INC., CUSTOM CUTS  
FRESH LLC, BRADLEY BECKMAN,

Defendants.

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KAISER INTERNATIONAL, LLC,

Plaintiff,

vs.

CUSTOM CUTS FRESH, LLC, BRADLEY  
V. BECKMAN,

Defendants.

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SUNRIDGE FARMS INC., *dba*

COASTLINE,

Plaintiff,

vs.

CUSTOM CUTS INC., CUSTOM CUTS  
FRESH LLC, BRADLEY BECKMAN,

Defendants.

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SANTA BARBARA FARMS LLC

Plaintiff,

vs.

CUSTOM CUTS INC., CUSTOM CUTS  
FRESH LLC, BRADLEY BECKMAN,

Defendants.

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PACA PROOF OF CLAIM OF \_\_\_\_\_(Company)

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I, \_\_\_\_\_ (Name), declare:

1. That I am the \_\_\_\_\_ (Title) ,and the custodian of the  
accounts and records of \_\_\_\_\_ (Company) (hereinafter referred to as

“Claimant”), and I file this Declaration and declare under penalty of perjury that the following are true statements and that the attached documents are true and correct copies or original documents, which are filed with this Declaration for the purpose of supporting Claimant’s PACA claim as a beneficiary of the trust created against perishable agricultural commodities sold and delivered to Custom Cuts, Inc. pursuant to the Perishable Agricultural Commodities Act of 1930, as amended, 7 U.S.C. §499e (“PACA”) and the Code of Federal Regulations implementing PACA promulgated by the Secretary of the United States Department of Agriculture (“USDA”), 7 C.F.R. §46.46, and I am authorized to make this Declaration and am competent to testify at trial, if necessary, regarding the statements made in this Declaration.

2. Claimant:

- is licensed by the USDA-PACA, and currently holds valid PACA license number \_\_\_\_\_ and was so validly licensed during the period applicable to the transactions which are the subject of this claim.
- is not licensed by the USDA-PACA, and was not so licensed during the period applicable to the transactions which are the subject of this claim.

3. That the sales transactions between Claimant and Custom Cuts and were based on the following payment terms:

- Payment was due within ten (10) days after the day on which the produce was accepted as provided for in 7 C.F.R. §46.2(aa)(5).
- On \_\_\_\_\_ day written payment terms from the date of *(check one)*:
  - Shipment
  - Invoice
  - Delivery
  - Acceptance

*True and accurate copies of the written agreements, if any, providing for such payment terms are attached to this Declaration*

4. That Claimant sold and delivered perishable agricultural commodities

consisting of fresh fruits and/or vegetables (hereinafter "Produce") on credit as described in a chart attached to this Declaration ("Trust Chart"). In each instance, the Produce was received and accepted and no adjustments have been made on the invoice except as listed. True and accurate copies of all relevant invoices are attached to the Trust Chart. In the Trust Chart, I have used the following terms, which have the following meanings:

Invoice Number:.....The invoice under which the commodity was sold

Transaction Date: .....The date that begins the payment term between the parties

Invoice Date: .....The date the invoice was generated and mailed

Payment Due Date: .....The date payment was due based upon the agreed payment terms.

Invoice Amount Due ....The principal amount owed and remaining unpaid, whether or not it qualifies for trust protection;

# of Days Overdue.....The number of days the invoice will be past due on the Proof of Claim deadline.

PACA Trust Amount....The amount owed and remaining unpaid qualifying for trust protection pursuant to the provisions of PACA.

5. That Claimant preserved its PACA trust interest:

- by including the statutorily required language on Claimant's invoice or other billing statement (7 U.S.C. §499e(c)(4)); or
- By serving Trust Notices (7 U.S.C. §499e(c)(3)).

6. That on the Invoice Date indicated on the Trust Chart and appearing on

each of the invoices, each invoice was sent via:

- US Mail
- Hand-Delivery
- Facsimile

Other: (describe) \_\_\_\_\_

7. That true and accurate copies of all Trust Notices, if applicable, are attached hereto as Exhibit \_\_ to this Declaration, copies of all unpaid invoices are attached as Exhibit \_\_, and other evidence to support Claimant's PACA trust claim are attached as Exhibit \_\_.

8. That Claimant provides the following additional information and documents that it believes may be necessary and helpful for the just determination of its claim. (Attach anything else you would like to place before the Court and intend to introduce at trial in connection with proving your claim as a PACA trust beneficiary).

9. That the total amount past due and unpaid from Custom Cuts to Claimant and that qualifies for PACA trust protection is calculated as follows:

Total Amount Sold to Custom Cuts \$ \_\_\_\_\_

Interest through October 6, 2011 \$ \_\_\_\_\_

Attorneys Fees\* \$ \_\_\_\_\_

**TOTAL** \$ \_\_\_\_\_

*\*Only include if Claimant has a written contract, agreement or credit application providing for recovery of attorneys fees*

10. That Claimant

Has a written contract with Custom Cuts for the recovery of attorneys' fees

Does not have a written contract with Custom Cuts for the recovery of attorneys' fees

11. That Claimant

- Has a written contract with Custom Cuts for the recovery of interest and (*check one*)
  - The interest rate set forth on the contract is \_\_\_\_\_% per annum
  - No interest rate is set forth on the contract.
- Does not have a written contract with Custom Cuts for the recovery of interest

I understand that the penalty for presenting a fraudulent claim is a fine of not more than Five Thousand Dollars (\$5,000.00) or imprisonment for not more than five (5) years, or both. 18 U.S.C. §152.

I declare under the penalty of perjury, under the laws of the United States of America and the State of \_\_\_\_\_ (State) , that the foregoing is true and correct based on my personal knowledge.

Executed on October \_\_\_\_\_, 2011 at \_\_\_\_\_ (City), State of \_\_\_\_\_ (State).

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

