

**IN THE UNITED STATES DISTRICT COURT
FOR THE WESTERN DISTRICT OF WISCONSIN**

MICHAEL FARMS, INC.)	
)	
Plaintiff,)	CASE NO.: 3:12-cv-863-bbc
)	
v.)	
)	
SPUD CITY SALES, LLC,)	
THOMAS J. LUNDGREN, and)	
ANCHOR BANCORP WISCONSIN, INC.)	
d/b/a ANCHOR BANK FSB)	
)	
Defendants.)	

CONSENT JUDGMENT AGAINST DEFENDANT SPUD CITY SALES, LLC

1. Plaintiff Michael Farms, Inc. (“Michael Farms”) is a perfected trust beneficiary under Section 5(c) of the Perishable Agricultural Commodities Act, 7 U.S.C. §499e *et seq.* (“PACA”), against Defendant Spud City Sales, LLC (“Spud City”). Michael Farms is the prevailing party on all counts in the Complaint as against Spud City.

2. Michael Farms has a valid priority trust claim against Spud City as follows:

Principal	Accrued interest through January 31, 2014 ¹	TOTAL PACA TRUST AMOUNT
\$123,596.00	\$38,401.72	\$161,997.72

3. Judgment is hereby entered by consent in favor of Michael Farms and against Spud City in the principal amount of \$123,596.00, plus pre-judgment interest in the amount of \$38,401.72, for a total judgment of \$161,997.72, on which sums execution may issue, there being no just reason for delay.

¹ Plus daily interest in the amount of \$60.95 per day from February 1, 2014, until paid in full.

4. Post-judgment interest will continue to accrue on the Judgment at the parties' contractual rate of 1.5% per month (\$60.95 per day) until the Judgment is satisfied in full.

5. Spud City, its agents, servants, employees, attorneys, and financial institutions are hereby ordered to turn over to Plaintiff's counsel at Martyn and Associates, 820 Superior Avenue, N.W., Tenth Floor, Cleveland, Ohio 44113, all PACA trust assets in Spud City's possession or control to the extent that this Judgment is satisfied and Michael Farms is paid in full pursuant to 7 U.S.C. §499e(c)(2).

6. Because Michael Farms asserted a cause of action for dissipation/misappropriation of trust assets and breach of fiduciary duty under PACA, wherein Michael Farms is a qualified and perfected PACA trust beneficiary, this Judgment against Spud City is non-dischargeable in bankruptcy proceedings pursuant to 11 U.S.C. §523(a), provided that this Judgment shall not have any res judicata or collateral estoppel effect as to any other defendants.

CONSENT TO JUDGMENT OF SPUD CITY

Spud City, a Defendant in this civil action, does hereby consent to entry of a final judgment against it on the terms and conditions set forth above.

1/29/14
Date

Thomas Lundgren ITS PRESIDENT
Spud City Sales, LLC
By: Thomas Lundgren, its President

IT IS SO ORDERED.

February 14, 2014
Date

Barbara B. Crabb
BARBARA B. CRABB
UNITED STATES DISTRICT JUDGE