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FILED
YOLO SUPERIOR COURT
DEC 13 2018
BY A. TRUITT
DEPUTY

8 *Attorneys for the People of the State of California*

9 SUPERIOR COURT OF CALIFORNIA

10 COUNTY OF YOLO

11 THE PEOPLE OF THE STATE OF CALIFORNIA,) Case No. CV18-2324
12)
Plaintiff,) ~~PROPOSED~~ FINAL JUDGMENT
13) PURSUANT TO STIPULATION
14)
v.)
15)
NUTTY FOREST LLC, a limited liability company,)
16)
Defendant.)
17)
18)
19)

20
21 Plaintiff, the People of the State of California, by and through Jeff W. Reisig, District
22 Attorney of Yolo County, filed its Complaint in this matter pursuant to Business and Professions
23 Code section 17200 *et seq.* The People and Defendant Nutty Forest LLC have stipulated to entry of
24 this Final Judgment Pursuant to Stipulation (“Final Judgment”) to resolve all the matters alleged in
25 the People’s Complaint.

26 NOW THEREFORE, the People and Defendant having requested this Court to enter this
27 Final Judgment, and the Court having considered the Final Judgment reached between the parties, IT
28 IS HEREBY ORDERED, ADJUDGED, AND DECREED as follows:

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JURISDICTION AND VENUE

1. The Superior Court of California, County of Yolo, has subject matter jurisdiction over the matters alleged in this action and personal jurisdiction over the parties to this Final Judgment.

INJUNCTIVE RELIEF

2. Pursuant to Business and Professions Code section 17203, Defendant and its agents, servants, employees, representatives, and successors are permanently enjoined from engaging in the following acts or omissions in California:

- a. Failing to provide adequate training, in violation of California Code of Regulations, title 3, section 6724;
- b. Failing to post information about a facility available to provide emergency medical care, in violation of California Code of Regulations, title 3, section 6726;
- c. Failing to provide adequate decontamination facilities, in violation of California Code of Regulations, title 3, section 6734;
- d. Failing to make an eyewash station immediately available to workers, in violation of California Code of Regulations, title 3, section 6734(b);
- e. Failing to properly secure and attend pesticide containers, in violation of California Code of Regulations, title 3, section 6670;
- f. Failing to properly label and cover pesticide containers, in violation of California Code of Regulations, title 3, section 6676;
- g. Failing to submit a notice of intent twenty-four hours prior to applying a restricted material, in violation of California Code of Regulations, title 3, section 6434;
- h. Failing to have a certified applicator supervise application of a restricted material, in violation of California Code of Regulations, title 3, section 6406;
- i. Failing to comply with the conditions of its restricted material permit, in violation of Food and Agricultural Code section 14001 *et seq.*;
- j. Failing to comply with pesticide labeling requirements, in violation of Food and Agricultural Code section 12973;

- 1 k. Failing to follow regulations regarding personal protective equipment, in violation of
2 California Code of Regulations, title 3, section 6738;
- 3 l. Failing to provide proper respiratory protection, in violation of California Code of
4 Regulations, title 3, section 6739;
- 5 m. Failing to assure that workers applying paraquat wears coveralls, chemical resistant
6 gloves, protective eyewear, apron for mixing and loading, and a face shield for mixing
7 and loading, in violation of California Code of Regulations, title 3, section 6738.1(e);
8 and
- 9 n. Failing to properly rinse emptied containers, in violation of California Code of
10 Regulations, title 3, section 6684.

11 3. Pursuant to Business and Professions Code section 17203, Defendant must—in
12 addition to all other requirements required by law—provide written notice to the People and the Yolo
13 County Department of Agriculture (the Department) at least ten (10) days before applying any
14 pesticide that is considered a restricted material, unless Defendant is using a pest control business,
15 licensed under Food and Agricultural Code section 11701 *et seq.*, to apply the pesticide. The notice
16 must state the pesticides to be applied, the name and phone number of the person who is expected to
17 apply the pesticides, and the date, time, and place of the application. Defendant must allow a
18 representative of the Department to be present at the time the noticed pesticides are applied. The
19 requirements of this Paragraph will terminate after the Department has observed five applications of
20 a restricted material pursuant to this Paragraph.

21 **CIVIL PENALTIES AND COST RECOVERY**

22 **Cost Recovery**

- 23 4. Defendant must pay the Yolo County Department of Agriculture TWO THOUSAND
24 DOLLARS (\$2,000.00) for partial reimbursement of costs of investigation and other costs of
25 enforcement.
- 26 5. Defendant must pay the Yolo County District Attorney’s Office ONE THOUSAND
27 FIVE HUNDRED DOLLARS (\$1,500.00) for partial reimbursement of costs of investigation and
28 other costs of enforcement.

1 **Civil Penalties**

2 6. Defendant must pay FIFTEEN THOUSAND DOLLARS (\$15,000.00) as civil
3 penalties pursuant to Business and Professions Code section 17206.

4 7. Defendant is further liable for an additional TWENTY THOUSAND DOLLARS
5 (\$20,000.00) as civil penalties pursuant to Business and Professions Code section 17206. But
6 Defendant's obligation to pay this amount will be permanently stayed, unless the Court finds that
7 Defendant has materially violated a requirement of this Final Judgment. Defendant's violation of any
8 requirement in Paragraphs 2 or 3 constitutes a material violation of this Final Judgment.

9 **Form of Payment**

10 8. Defendant must pay amounts owed under Paragraphs 4-6 in the total amount of
11 EIGHTEEN THOUSAND FIVE HUNDRED DOLLARS (\$18,500.00). Defendant must pay these
12 amounts in five separate checks as follows:

- 13 a. Due at the time of the entry of this Final Judgment: One business or cashier's
14 check for TWO THOUSAND DOLLARS (\$2,000.00) made payable to the Yolo
15 County Department of Agriculture for partial reimbursement of costs of
16 investigation and other costs of enforcement.
- 17 b. Due at the time of the entry of this Final Judgment: One business or cashier's
18 check for ONE THOUSAND FIVE HUNDRED DOLLARS (\$1,500.00) made
19 payable to the Yolo County District Attorney's Office for partial reimbursement
20 of costs of investigation and other costs of enforcement.
- 21 c. Due at the time of the entry of this Final Judgment: One business or cashier's
22 check for THREE THOUSAND FIVE HUNDRED DOLLARS (\$3,500.00) made
23 payable to the Treasurer of Yolo County for civil penalties.
- 24 d. Due on May 1, 2019: One business or cashier's check for SEVEN THOUSAND
25 DOLLARS (\$7,000.00) made payable to the Treasurer of Yolo County for civil
26 penalties.
- 27 e. Due on December 1, 2019: One business or cashier's check for FOUR
28 THOUSAND FIVE HUNDRED DOLLARS (\$4,500.00) made payable to the

1 Treasurer of Yolo County for civil penalties.

2 9. Within 21 days of a Court order finding Defendant has materially violated any
3 requirement of this Final Judgment, Defendant must pay amounts owed under Paragraph 7 in the
4 total amount of TWENTY THOUSAND DOLLARS (\$20,000.00). Defendant must pay this amount
5 in one business or cashier's check made payable to the Treasurer of Yolo County pursuant to
6 Business and Professions Code section 17206.

7 10. Defendant must deliver all payments required in Paragraphs 8 and 9 to the District
8 Attorney's Office for the County of Yolo, Attention David Green, Deputy District Attorney, 301
9 Second Street, Woodland, CA 95695.

10 **ENFORCEMENT OF FINAL JUDGMENT AND PENALTIES**

11 11. The People may move this Court for additional relief for any violation of any
12 provision of this Final Judgment including, but not limited to, contempt, additional injunctive
13 provisions, or additional penalties consistent with the provisions of this Final Judgment. Unless
14 otherwise set forth herein, nothing in this Final Judgment limits the People's right to seek any other
15 relief or remedies provided by law, or limits Defendant's right to defend against any request of the
16 People for such other relief or remedies.

17 **MATTERS COVERED BY THIS FINAL JUDGMENT**

18 12. This Final Judgment is a final and binding resolution and settlement of all claims,
19 violations, and causes of action expressly alleged by the People in their Complaint against Defendant
20 ("Covered Matters").

21 13. Any claim, violation, or cause of action that is not a Covered Matter is a "Reserved
22 Claim." Reserved Claims include, without limitation, any unknown violation, any violation that
23 occurs after the filing of this Final Judgment, and any violation outside the scope of the allegations
24 set forth in the People's Complaint. The People reserve the right to pursue any Reserved Claim, and
25 Defendant reserves its defenses against any Reserved Claim. Nothing in this paragraph limits the
26 People's ability to enforce the terms of this Final Judgment.

27 14. In any subsequent action that the People may bring based on any Reserved Claim,
28 Defendant cannot assert that failing to pursue any Reserved Claim as part of this action constitutes

1 claim-splitting.

2 15. Defendant cannot pursue any civil or administrative claims against the People or any
3 agency of the State of California, county or city in the State of California, or local agency
4 (collectively, "Agencies"), or against any of the People or Agencies' officers, employees,
5 representatives, agents or attorneys, arising out of or related to any Covered Matter; provided,
6 however, that if any Agencies initiate claims against Defendant, Defendant reserves any and all
7 rights, claims, demands, and defenses against such Agencies.

8 **NOTICES**

9 16. All submissions and notices required by this Final Judgment must be sent by mail and
10 email to:

11 For the People:

12 David Green
13 Deputy District Attorney
14 Office of the District Attorney, Yolo County
15 Consumer Fraud and Environmental Protection Division
16 301 Second Street
17 Woodland, CA 95695
18 david.green@yolocounty.org

19 For the Yolo County Department of Agriculture:

20 Jenni King
21 Yolo County Department of Agriculture
22 70 Cottonwood Street
23 Woodland, CA 95695
24 jenni.king@yolocounty.org

25 For Defendant:

26 Sandeep Sajjan
27 Nutty Forest LLC
28 1466 Berkshire
Yuba City, CA 95993
sajjantransport@hotmail.com

With a copy to:

Sarbdeep H. Atwal
Law Office Of Sarbdeep H. Atwal

1 335 Teegarden Avenue, Suite 1
2 Yuba City, CA 95991
3 sarbdeep@gmail.com

4 17. Any party may change its notice name and address by informing the other party in
5 writing, but no change is effective until it is received. All notices and other communications required
6 or permitted under this Final Judgment that are properly addressed as provided in this paragraph are
7 effective upon delivery if delivered personally or by overnight mail, or are effective five (5) days
8 following deposit in the United States mail, postage prepaid, if delivered by mail, or the day that
9 electronic mail is sent if sent before 5 p.m. to the electronic mail addresses of the designated
10 recipients for notice concurrent with sending the notice by overnight mail.

11 **EFFECT OF FINAL JUDGMENT**

12 18. Except as expressly provided in this Final Judgment, nothing in this Final Judgment is
13 intended nor may it be construed to preclude the People from exercising their authority under any
14 law, statute, or regulation. Except as expressly provided in this Final Judgment, Defendant retains all
15 of its defenses to the People's exercise of the aforementioned authority.

16 **FUTURE REGULATORY CHANGES**

17 19. Nothing in this Final Judgment excuses Defendant from meeting any more-stringent
18 requirement that may be imposed by applicable law or by any change in the applicable law. To the
19 extent any future statutory or regulatory change makes Defendant's obligations less stringent than
20 those provided for in this Final Judgment, Defendant's compliance with the changed law will be
21 deemed compliance with this Final Judgment.

22 **WAIVER**

23 20. The People's failure to enforce any provision of this Final Judgment may neither be
24 deemed a waiver of such provision nor in any way affect the validity of this Final Judgment. The
25 People's failure to enforce any such provision does not preclude them from later enforcing the same
26 or any other provision of this Final Judgment. Except as expressly provided in this Final Judgment,
27 Defendant retains all defenses allowed by law to any such later enforcement. No oral advice,
28 guidance, suggestions, or comments by employees or officials of any party regarding matters covered

1 in this Final Judgment may be construed to relieve any party of its obligations under this Final
2 Judgment.

3 **CONTINUING JURISDICTION**

4 21. The Court will retain continuing jurisdiction to enforce the terms of this Final
5 Judgment and to address any other matters arising out of or regarding this Final Judgment.

6 **MODIFICATION**

7 22. This Final Judgment may be modified only on noticed motion by one of the parties
8 with approval of the Court, or upon written consent by all of the parties and the approval of the
9 Court.

10 **EFFECTIVE DATE**

11 23. The effective date of this Final Judgment is the date of the signature of the Court
12 entering this Final Judgment.

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14 **IT IS SO ORDERED.**

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16 Dated: DEC 13 2018

17 By: THOMAS E. WARRINER
18 JUDGE OF THE SUPERIOR COURT

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