

1 JEFF W. REISIG
District Attorney of Yolo County
2 DAVID J. IREY (SBN 142864)
Assistant Chief Deputy District Attorney
3 Consumer Fraud & Environmental Protection Division
DAVID GREEN (SBN 287176)
4 Deputy District Attorney
301 Second Street
5 Woodland, CA 95695
Telephone: (530) 666-8411
6 Facsimile: (530) 666-8185
email: david.green@yolocounty.org
7

FILED
YOLO SUPERIOR COURT
DEC 17 2018
BY N. PLOWMAN
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. CV-18-2386

12 Plaintiff,)

~~PROPOSED~~ FINAL JUDGMENT
PURSUANT TO STIPULATION

13 v.)
14)

15 SAMARA RANCHES YOLO 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 have stipulated to entry of this Final
24 Judgment Pursuant to Stipulation ("Final Judgment") to resolve all the matters alleged in the
25 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:

1 **JURISDICTION AND VENUE**

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

4 **INJUNCTIVE RELIEF**

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

- 8 a. Using pesticides that are restricted materials without a California restricted material
9 permit, in violation of Food and Agriculture Code section 14006.5;
- 10 b. Failing to give twenty-four hours notice before commencing application of a pesticide
11 requiring a restricted materials permit, in violation of California Code of Regulations,
12 title 3, section 6434;
- 13 c. Failing to provide information about available emergency medical care facilities to
14 workers, in violation of California Code of Regulations title 3, section 6726;
- 15 d. Failing to supply proper respiratory equipment to workers and failing to instruct
16 workers to wear respiratory equipment properly, in violation of California Code of
17 Regulations title 3, section 6739;
- 18 e. Failing to provide adequate decontamination facilities, in violation of California Code
19 of Regulations, title 3, section 6734;
- 20 f. Failing to provide adequate training, in violation of California Code of Regulations,
21 title 3, section 6724;
- 22 g. Failing to comply with the conditions of its restricted material permit, in violation of
23 Food and Agricultural Code section 14001 et seq.;
- 24 h. Failing to comply with pesticide labeling requirements, in violation of Food and
25 Agricultural Code section 12973; and
- 26 i. Failing to use a closed mixing system when required, in violation of California Code
27 of Regulations, title 3, section 6746.

28 3. Pursuant to Business and Professions Code section 17203, Defendant must—in

1 addition to all other requirements required by law—provide written notice to the People and the Yolo
2 County Department of Agriculture (the Department) at least ten (10) days before applying any
3 pesticide that is considered a restricted material. The notice must state the pesticides to be applied,
4 the date, time, and place of the application, and the name and phone number of the person who is
5 expected to apply the pesticides. Defendant must allow a representative of the Department to be
6 present at the time the noticed pesticides are applied. The requirements of this Paragraph will
7 terminate after the Department has observed five applications of a restricted material pursuant to this
8 Paragraph.

9 **CIVIL PENALTIES AND COST RECOVERY**

10 **Cost Recovery**

11 4. Defendant must pay the Yolo County Department of Agriculture TWO THOUSAND
12 DOLLARS (\$2,000.00) for partial reimbursement of costs of investigation and other costs of
13 enforcement.

14 5. Defendant must pay the Yolo County District Attorney’s Office ONE THOUSAND
15 FIVE HUNDRED DOLLARS (\$1,500.00) for partial reimbursement of costs of investigation and
16 other costs of enforcement.

17 **Civil Penalties**

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

20 7. Defendant is further liable for an additional TWENTY THOUSAND DOLLARS
21 (\$20,000.00) as civil penalties pursuant to Business and Professions Code section 17206. But
22 Defendant’s obligation to pay this amount will be permanently stayed, unless the Court finds that
23 Defendant has materially violated a requirement of this Final Judgment. Defendant’s violation of
24 any requirement in Paragraphs 2 or 3 constitutes a material violation of this Final Judgment.

25 **Form of Payment**

26 8. Defendant must pay amounts owed under Paragraphs 4-6 in the total amount of
27 EIGHTEEN THOUSAND FIVE HUNDRED DOLLARS (\$18,500.00). Defendant must pay these
28 amounts, in three separate checks, at the time of the entry of this Final Judgment:

- 1 a. One business or cashier's check for TWO THOUSAND DOLLARS (\$2,000.00)
2 must be made payable to the Yolo County Department of Agriculture for partial
3 reimbursement of costs of investigation and other costs of enforcement.
- 4 b. One business or cashier's check for ONE THOUSAND FIVE HUNDRED
5 DOLLARS (\$1,500.00) must be made payable to the Yolo County District
6 Attorney's Office for partial reimbursement of costs of investigation and other
7 costs of enforcement.
- 8 c. One business or cashier's check for FIFTEEN THOUSAND DOLLARS
9 (\$15,000.00) must be made payable to the Treasurer of Yolo County for civil
10 penalties.

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

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

19 **ENFORCEMENT OF FINAL JUDGMENT AND PENALTIES**

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

26 **MATTERS COVERED BY THIS FINAL JUDGMENT**

27 12. This Final Judgment is a final and binding resolution and settlement of all claims,
28 violations, and causes of action expressly alleged by the People in their Complaint against Defendant

1 (“Covered Matters”).

2 13. Any claim, violation, or cause of action that is not a Covered Matter is a “Reserved
3 Claim.” Reserved Claims include, without limitation, any unknown violation, any violation that
4 occurs after the filing of this Final Judgment, and any violation outside the scope of the allegations
5 set forth in the People’s Complaint. The People reserve the right to pursue any Reserved Claim, and
6 Defendant reserves its defenses against any Reserved Claim. Nothing in this paragraph limits the
7 People’s ability to enforce the terms of this Final Judgment.

8 14. In any subsequent action that the People may bring based on any Reserved Claim,
9 Defendant cannot assert that failing to pursue any Reserved Claim as part of this action constitutes
10 claim-splitting.

11 15. Defendant cannot pursue any civil or administrative claims against the People or any
12 agency of the State of California, county or city in the State of California, or local agency
13 (collectively, “Agencies”), or against any of the People or Agencies’ officers, employees,
14 representatives, agents or attorneys, arising out of or related to any Covered Matter; provided,
15 however, that if any Agencies initiate claims against Defendant, Defendant reserves any and all
16 rights, claims, demands, and defenses against such Agencies.

17 **NOTICES**

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

20 For the People:

21 David Green
22 Deputy District Attorney
23 Office of the District Attorney, Yolo County
24 Consumer Fraud and Environmental Protection Division
25 301 Second Street
26 Woodland, CA 95695
27 david.green@yolocounty.org

28 For the Yolo County Department of Agriculture:

Jenni King
Yolo County Department of Agriculture
70 Cottonwood Street

1 Woodland, CA 95695
2 jenni.king@yolocounty.org

3 For Defendant:

4 Baveljit Samara
5 Samara Ranches Yolo LLC
6 325 Gabriel Ave.
7 Yuba City, CA 95993
8 bsamara@newlegendinc.com

9 With a copy to:

10 Robin Clark Bevier
11 2479 Sunrise Blvd.
12 Gold River, CA 95670
13 robin@bevier.net

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

21 **EFFECT OF FINAL JUDGMENT**

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

26 **FUTURE REGULATORY CHANGES**

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

1 deemed compliance with this Final Judgment.

2 **WAIVER**

3 20. The People's failure to enforce any provision of this Final Judgment may neither be
4 deemed a waiver of such provision nor in any way affect the validity of this Final Judgment. The
5 People's failure to enforce any such provision does not preclude them from later enforcing the same
6 or any other provision of this Final Judgment. Except as expressly provided in this Final Judgment,
7 Defendant retains all defenses allowed by law to any such later enforcement. No oral advice,
8 guidance, suggestions, or comments by employees or officials of any party regarding matters covered
9 in this Final Judgment may be construed to relieve any party of its obligations under this Final
10 Judgment.

11 **CONTINUING JURISDICTION**

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

14 **MODIFICATION**

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

18 **EFFECTIVE DATE**

19 23. The effective date of this Final Judgment is the date of the signature of the Court
20 entering this Final Judgment.

21
22 **IT IS SO ORDERED.**

23
24 Dated: DEC 17 2018

25 By: DANIEL P. MAGUIRE
26 JUDGE OF THE SUPERIOR COURT