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FILED
YOLO SUPERIOR COURT
DEC 05 2022
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DEPUTY
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7 *Attorneys for the People of the State of California*

8
9 SUPERIOR COURT OF CALIFORNIA
10 COUNTY OF YOLO

11 THE PEOPLE OF THE STATE OF CALIFORNIA,
12 Plaintiff,
13 v.
14 NOR-CAL FARMING COMPANY, LLC, a California
limited liability company dba Heer Farms Davis; NAR
15 SINGH HEER, individually and as an agent of Nor-Cal
Farming Company, LLC; HARKKRISHAN HEER,
16 individually and as an agent of Nor-Cal Farming
Company, LLC; RAJDEEP GHURAYA-HEER, an
17 individual; ARJAN HEER, an individual; and DOES 1-
25,
18 Defendants.
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Case No. CV2021-2154 
[PROPOSED] FINAL JUDGMENT
AND INJUNCTION

21 Plaintiff, THE PEOPLE OF THE STATE OF CALIFORNIA, by and through Jeff W. Reisig,
22 District Attorney of Yolo County, by Michael R. Hudson, Deputy District Attorney ("Plaintiff" or
23 "the People"), and Defendant NOR-CAL FARMING COMPANY, LLC, appearing through its
24 attorneys Downey Brand LLP, by John McCarron ("Defendant")(collectively, "the Parties"), have
25 stipulated to the entry of this Final Judgment and Injunction ("Final Judgment") to resolve all the
26 matters alleged in the People's Complaint, prior to the taking of any proof, and without trial or
27 adjudication of any fact or law herein, and have waived their right of appeal and their right to set
28 aside this Final Judgment through any collateral attack.

1 NOW THEREFORE, the People and Defendant, having requested this Court to enter this
2 Final Judgment, and the Court having considered the pleadings and Final Judgment, and good cause
3 appearing:

4 IT IS HEREBY ORDERED, ADJUDGED, AND DECREED as follows:

5 **JURISDICTION**

6 1. This action is brought under California law and this Court has jurisdiction of the subject
7 matter and the parties.

8 **APPLICABILITY**

9 2. Plaintiff alleges that Defendant has committed violations of requirements imposed by
10 the Food and Agricultural Code and California Code of Regulations, title 3 relating to pesticides in
11 Yolo County, California. The Defendant has not been required to answer the Complaint filed on
12 behalf of the People of the State of California, and Defendant neither admits nor denies the
13 allegations contained therein.

14 3. The provisions of this Judgment are applicable to Defendant, Defendant's successors
15 and assigns, Defendant's owners, shareholders, officers, directors, managers, agents, representatives,
16 and subsidiaries (including without limitation Nar Singh Heer, Harkrishan Heer, Rajdeep Ghuraya-
17 Heer, and Arjan Heer), and to all persons, employees, and corporations and other entities acting
18 under, by, through or on behalf of, or in concert with Defendant with actual or constructive
19 knowledge of this Final Judgment.

20 4. For purposes of this Judgment, unless otherwise specified, the definitions set forth in
21 title 3 of the California Code of Regulations section 6000, as they exist on the date of entry of this
22 Judgment, will apply to the technical terms used herein.

23 **INJUNCTION**

24 5. General Injunctive Provisions

25 Pursuant to the provisions of Business and Professions Code section 17203, Defendant is
26 enjoined from violating title 3 of the California Code of Regulations, division 6, Pesticides and Pest
27 Control Operations. Notwithstanding any other provision in this Final Judgment, nothing in this
28 Final Judgment shall relieve Defendant from prospectively complying with any and all applicable

1 laws and regulations.

2 6. Specific Injunctive Provisions

3 Pursuant to Business and Professions Code section 17203, Defendant and its owners, officers,
4 managers, employees, agents and representatives are enjoined from engaging in the following acts or
5 omissions in California:

- 6 a. Using pesticides in conflict with their label in violation of Food and Agricultural
7 Code section 12973;
- 8 b. Using Pesticides in violation of the permit issued by the Yolo County Agricultural
9 Commissioner in violation for Food and Agricultural Code section 12973;
- 10 c. Failing to perform pest control under climatic conditions that are suitable to
11 ensuring the proper application of pesticides in violation of title 3 of the California
12 Code of Regulations 6600(d);
- 13 d. Failing to submit a report of the use of a pesticide applied to a crop in violation of
14 title 3 of the California Code of Regulations section 6626;
- 15 e. Failing to submit a report of pesticide use by the 10th day of the month following
16 the month in which the work was performed in violation of title 3 of the California
17 Code of Regulations section 6626; and
- 18 f. Applying pesticides when there is a reasonable possibility of contamination of non-
19 target public or private property, including the creation of a health hazard in
20 violation of title 3 of the California Code of Regulations section 6614(b)(3).

21 **NOTICE OF APPLICATIONS TO THE STONEGATE HOA**

22 7. Pursuant to the provisions of Business and Professions Code section 17203,
23 Defendant shall, in addition to any other requirement under the law, comply with the additional
24 requirements set forth below. Forty-Eight (48) hours before each scheduled application of pesticides
25 to the farm adjacent to the Stonegate Community in Davis, California, Defendant shall provide notice
26 to the Stonegate Homeowners Association of the types of pesticide to be applied and the date upon
27 which those pesticides will be applied. If the date for application changes for any reason, Defendant
28 shall promptly notify the Stonegate Homeowners Association of the change.

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COMPLIANCE WITH YOLO COUNTY PERMIT CONDITIONS

8. Pursuant to the provisions of Business and Professions Code section 17203, Defendant shall, in addition to any other requirement under the law, comply with the additional requirements set forth below.

8.1. Defendant shall only apply registered materials that are the least toxic to humans, fish and wildlife, effective for the control of a given pest, when in close proximity to residential areas and schools as required by Yolo County Agricultural Permit Condition number one.

8.2. Defendant shall notify the Yolo County District Attorney's Office, by a writing sent to the address set forth in paragraph 16, below, about the purchase of any pesticide which is not used and described in a use report within 90 days of purchase.

8.3. Defendant shall not apply restricted pesticides in close proximity to environmentally sensitive areas such as residences and schools when occupied by humans unless the minimum distance between the closest operating nozzle and the sensitive area is maintained as required by Yolo County Agricultural Permit Condition number one as detailed below:

<u>Types of Pesticide Application Equipment</u>	<u>Minimum Distance</u>	
	Danger	Warning/Caution
AIRCRAFT.....	500 FEET	300 FEET
AIR BLAST ORCHARD SPRAYER.....	300 FEET	50 FEET
GROUND RIGS (except when applying baits).....	100 FEET	50 FEET

CIVIL PENALTIES

9. Upon entry of this Final Judgment, Defendant shall pay a total of FIFTEEN THOUSAND DOLLARS (\$15,000.00) in civil penalties and TEN THOUSAND DOLLARS (\$10,000.00) in suspended penalties for a total of TWENTY-FIVE THOUSAND DOLLARS (\$25,000.00) as set forth in Paragraphs 9.1. and 9.2. below. Defendant shall deliver all required payments to the District Attorney's Office for the County of Yolo, Attn: Michael R. Hudson, Deputy District Attorney, for distribution pursuant to the terms of this Final Judgment. Defendant agrees to

1 pay a total of TWENTY-FIVE THOUSAND DOLLARS (\$25,000.00) as civil penalties, as follows:

2 9.1. Defendant shall pay FIFTEEN THOUSAND DOLLARS (\$15,000.00) to the Yolo
3 County District Attorney pursuant to Business and Professions Code section 17206(b) by cashier's
4 check at the time of filing of this Judgment.

5 9.2. In addition to the penalty set forth in paragraph 9.1., Defendant is ordered to pay TEN
6 THOUSAND DOLLARS (\$10,000.00) to the Yolo County District Attorney pursuant to Business
7 and Professions Code section 17206. The parties stipulate that this TEN THOUSAND DOLLAR
8 (\$10,000.00) penalty shall be suspended provided that Defendant complies with the injunctive
9 provisions in Paragraphs 5 through and including Paragraph 8.3 above. Should Defendant violate
10 any injunctive provision in Paragraphs 5 through and including Paragraph 8.3 above, Defendant will
11 be liable for the suspended TEN THOUSAND DOLLAR (\$10,000.00) penalty and any costs
12 incurred by the Yolo County District Attorney in enforcing this provision. No suspended penalty
13 shall be imposed for violations that occur more than five (5) years after the entry of the Final
14 Judgment in this matter.

15 9.3. Time is of the essence. In the event that any required payment of penalties is not
16 received by the date it is due or is in an amount that is less than stated in this Final Judgment, and
17 Defendant fails to cure such failure within ten (10) days, the entire unpaid balance of the Final
18 Judgment is immediately due and payable and statutory interest of ten per cent (10%) shall accrue on
19 the entire remaining balance without further demand or notice.

20 **INVESTIGATIVE COSTS**

21 10. In addition to liability for penalties as set forth in Paragraph 9.1. and 9.2. above, the
22 Defendant agrees to pay TEN THOUSAND DOLLARS (\$10,000.00) to Plaintiff as partial
23 reimbursement for investigative costs. This payment shall be paid in the form of a cashier's check
24 made payable to the Yolo County District Attorney and sent to the Yolo County District Attorney's
25 Office, Attn: Michael R. Hudson, 301 Second Street, Woodland, CA 95695. Said payment shall be
26 made upon entry of this Final Judgment.

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PLAINTIFF NOT LIABLE

11. Plaintiff will not be liable for any injury or damage to persons or property resulting from acts or omissions by Defendant or its respective directors, officers, employees, agents, representatives or contractors in carrying out activities pursuant to this Final Judgment, nor shall Plaintiff be held as a party to or guarantor of any contract entered into by Defendant or its directors, officers, employees, agents, representatives or contractors in carrying out activities pursuant to this Final Judgment.

AUTHORITY TO ENTER STIPULATION

12. Each signatory to this Final Judgment certifies that he or she is fully authorized by the party he or she represents to enter into this Judgment, to execute it on behalf of the party represented and to legally bind that party. This Final Judgment may be executed by the parties in counterparts, and when a copy is signed by an authorized representative of each party, the stipulation shall be effective as if a single document were signed by all parties.

INTEGRATION

13. This Final Judgment constitutes the entire agreement between the parties as to the matters addressed herein and shall not be amended or supplemented except upon order of this Court.

JURISDICTION RETAINED

14. The Parties submit to the exclusive jurisdiction of this Court for the following purposes:

- (a) entering this Final Judgment; and
- (b) entertaining any proceeding to enforce this Final Judgment or for contempt of this Final Judgment, and any other civil enforcement proceeding by Plaintiff directed at continuing or additional violations of pesticide requirements by Defendant while the injunctive relief provisions of this Final Judgment are in force.

15. Each party shall pay its own attorneys' fees, expert witness fees and costs, and all other costs of litigation and investigation incurred to date except as specified above.

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1 NOTICE

2 16. All submissions and notices required by this Judgment shall be sent to:

3 **For Plaintiffs:**

4 Michael R. Hudson, Deputy District Attorney
5 Office of the District Attorney
6 County of Yolo
301 Second Street
Woodland, CA 95695

7 **For Defendant:**

8 John McCarron
9 Downey Brand
621 Capitol Mall, 18th Floor,
Sacramento, CA 95814

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11 17. Any party may change the individual or the address for purpose of notices to that
12 party by a notice specifying a new individual or address, but no such change is effective until the
13 notice is actually received by the party sought to be charged with its contents. All notices and other
14 communications required or permitted under this Final Judgment that are addressed as provided in
15 this paragraph are effective upon delivery if delivered personally or by overnight mail, or are
16 effective five (5) days following deposit in the United States mail, postage paid, if delivered by mail.

17 18. This Final Judgment will be deemed to have been drafted jointly by the parties and no
18 ambiguity will be construed against the draftsman or the party who caused such ambiguity to exist.

19 NO WAIVER OF RIGHT TO ENFORCE

20 19. The failure of the Plaintiff, including but not limited to any regulatory agency working
21 on the subject matter of this case, to enforce any provision of this Final Judgment will in no way be
22 deemed a waiver of such provision, or in any way affect the validity of this Final Judgment. The
23 failure of the Plaintiff to enforce any such provision will not preclude them from later enforcing the
24 same or any other provision of this Final Judgment during the period that provision of the Final
25 Judgment remains in effect. No oral advice, guidance, suggestions or comments by employees or
26 officials of any party regarding matters covered in this Final Judgment shall be construed to relieve
27 any party of its obligations required by this Final Judgment.

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TERMINATION OF INJUNCTION

20. At any time after this Final Judgment has been in effect for five (5) years, and Defendant has paid and expended all amounts required under the Final Judgment, Defendant shall be entitled to file a noticed motion pursuant to Code of Civil Procedure section 533 and Civil Code section 3424 requesting that the Court terminate the injunctive provisions in Paragraphs 5 through 8.3, and the People shall not oppose such a motion provided that there have been no violations of the terms of the injunction. Absent the filing of such a motion, after the Final Judgment has been in effect for seven (7) years, and Defendant has paid and expended all amounts required under the Final Judgment, the injunctive provisions in Paragraphs 5 through 8.3 will terminate automatically.

MATTERS RESOLVED BY THIS FINAL JUDGMENT

21. This Final Judgment is a final and binding resolution and settlement as to all matters alleged in the Complaint. The District Attorney’s Office hereby agrees that it shall not file any further lawsuits or causes of action against Defendant, or its subsidiaries, affiliates, successors in interest, directors, officers, managers, directors, agents, assigns or employees arising out of the acts or omissions alleged in the Complaint.

22. Defendant covenants not to pursue any civil or administrative claims against the People or against any agency of the State of California, or any county or city in the State of California (collectively, “Agencies”), or against any of their officers, employees, representatives, agents, or attorneys, arising out of or related to this case and arising before entry of this Final Judgment; provided, however, that if any Agencies initiate claims against Defendant, Defendant retains any and all rights and defenses against such Agencies.

IT IS SO ORDERED.

Dated: 12-5, 2022

By: 

JUDGE OF THE SUPERIOR COURT
SAMUEL T. McADAM