

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 *Attorneys for the People of the State of California*

FILED  
YOLO SUPERIOR COURT  
OCT 21 2016  
BY E. BORN  
DEPUTY

8  
9 SUPERIOR COURT OF CALIFORNIA

10 COUNTY OF YOLO

11 THE PEOPLE OF THE STATE OF CALIFORNIA, )

12 Plaintiff, )

13 v. )

14 )  
15 )  
16 DAVID TE VELDE, as trustee of the David and Alice )  
Te Velde Revocable Family Trust dated April 21, )  
17 and Alice Te Velde Revocable Family Trust dated )  
April 21, 2006, )

18 Defendants. )  
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Case No. *PT 16-1683 Rae*

STIPULATION FOR ENTRY OF FINAL  
JUDGMENT

1 Plaintiff, the People of the State of California, by and through Jeff W. Reisig, District  
2 Attorney of Yolo County, and Defendants David Te Velde, as trustee of the David and Alice Te  
3 Velde Revocable Family Trust dated April 21, 2006, and Alice Te Velde, as trustee of the David and  
4 Alice Te Velde Revocable Family Trust dated April 21, 2006, stipulate as follows:

5 1. Concurrently with the filing of this Stipulation for Entry of Final Judgment  
6 (“Stipulation”), the People have filed their Complaint against Defendants pursuant to Business and  
7 Professions Code, § 17200 *et seq.* The Complaint concerns Defendants’ ownership and operation of a  
8 West Sacramento farm known as Bypass Farms.

9 2. The People and Defendants (collectively, the “Parties”) consent to the entry of the  
10 Final Judgment Pursuant to Stipulation (“Final Judgment”), attached as Exhibit A, to resolve all the  
11 matters alleged in the People’s Complaint.

12 3. The Parties agree to the entry of this Final Judgment by the Court without trial or  
13 adjudication of any issue of fact or law or finding of liability of any kind. Nothing in this Stipulation  
14 or the Final Judgment constitutes an admission or denial by Defendants regarding any issue of law or  
15 fact in this matter or any violation of any law.

16 4. The Parties agree that this Court has subject matter jurisdiction over the matters  
17 alleged in this action and personal jurisdiction over the Parties to the Final Judgment.

18 5. The Parties waive any right to move for a new trial or otherwise seek to set aside the  
19 Final Judgment through any collateral attack, and further waive their right to appeal from the Final  
20 Judgment.

21 6. Defendants agree to accept service of the People’s Complaint, papers accompanying  
22 the Complaint, and the Notice of Entry of Judgment entered in this action via Federal Express or  
23 other overnight delivery service to their counsel: Michael J. Noland, Esq., Kahn, Soares & Conway,  
24 LLP, 219 N. Douty Street, Hanford, CA 93230. Defendants agree that service of these documents in  
25 this manner will be deemed personal service upon it for all purposes.

26 7. The People and Defendants each certify and warrant that each signatory is fully  
27 authorized by the Party he or she represents to enter into this Final Judgment, to execute it on behalf  
28 of the Party represented, and to legally bind that Party.

1 8. This Stipulation constitutes the entire agreement between the Parties and may not be  
2 amended or supplemented except as provided for herein. No oral representations have been made or  
3 relied upon other than as expressly set forth herein.

4 9. The Parties have negotiated the terms of this Stipulation and the attached Final  
5 Judgment, and agree that, should any provision of the Stipulation or Final Judgment require judicial  
6 interpretation, the court interpreting or construing the provision may not apply the rule of  
7 construction that a document is to be construed more strictly against one party.


8 10. This Stipulation constitutes the entire agreement between the Parties and may not be  
9 amended or supplemented except as provided for herein. No oral representations have been made or  
10 relied upon other than as expressly set forth herein.

11 11. This Stipulation may be executed by the Parties in counterparts.

12 For the Plaintiff:

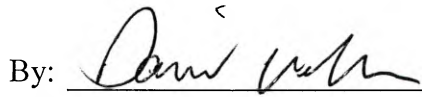
13 JEFF W. REISIG, District Attorney  
14 County of Yolo, State of California

15 Dated: 10/11/16

16 By:   
17 DAVID GREEN  
18 Deputy District Attorney

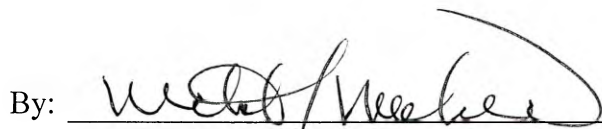
19 For the Defendants:

20 Dated: 9-27-16

21 By:   
22 DAVID TE VELDE  
23 As trustee of the David and Alice Te Velde  
24 Revocable Family Trust dated April 21, 2006

25 Reviewed as to form and content:

26 Dated: 9/27/16

27 By:   
28 MICHAEL J. NOLAND  
Attorney for David Te Velde

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Dated: 9-27-16

By: Alice Te Velde

ALICE TE VELDE  
As trustee of the David and Alice Te Velde  
Revocable Family Trust dated April 21, 2006

Reviewed as to form and content:

Dated: 9/27/16

By: Michael J. Noland

MICHAEL J. NOLAND  
Attorney for Alice Te Velde

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**EXHIBIT A**

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)  
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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, ) Case No.  
12 )  
Plaintiff, ) [PROPOSED] FINAL JUDGMENT  
13 ) PURSUANT TO STIPULATION  
14 v. )  
15 )  
16 DAVID TE VELDE, as trustee of the David and Alice )  
Te Velde Revocable Family Trust dated April 21, )  
17 and Alice Te Velde Revocable Family Trust dated )  
April 21, 2006, )  
18 Defendants. )  
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, § 17200 *et seq.* The People and Defendants have stipulated to entry of this Final Judgment  
24 Pursuant to Stipulation (“Final Judgment”) to resolve all the matters alleged in the People’s  
25 Complaint.

26 NOW THEREFORE, the People and Defendants 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 County District Attorney's Office will distribute restitution on a percentage basis based on each  
2 individual's loss in relation to the total losses claimed. Defendant must cooperate with the Yolo  
3 County District Attorney's Office in locating those harmed by Defendant's use of pesticides on  
4 August 18, 2014. If restitution funds remain after one year from the date of entry of this Final  
5 Judgment, these remaining restitution funds will be made payable to the Yolo County District  
6 Attorney's Office for partial reimbursement of costs of investigation and other costs of enforcement.

7 6. Nothing in Paragraphs 3-5 deprives those individuals harmed by Defendants' use of  
8 pesticides on August 18, 2014 of any right or remedy that they may otherwise be entitled to by law.  
9 Nor does anything in Paragraphs 3-5 relieve Defendants of any obligation they may have to those  
10 individuals harmed by Defendants' use of pesticides on August 18, 2014.

#### 11 **CIVIL PENALTIES AND COST RECOVERY**

##### 12 **Cost recovery**

13 7. Defendants must pay the Yolo County Department of Agriculture TEN THOUSAND  
14 DOLLARS (\$10,000.00) for partial reimbursement of costs of investigation and other costs of  
15 enforcement.

16 8. Defendants must pay the Yolo County Environmental Health Division ONE  
17 THOUSAND SIX HUNDRED AND THIRTY-THREE DOLLARS (\$1,633.00) for reimbursement  
18 of costs of investigation and other costs of enforcement.

19 9. Defendants must pay the Yolo County District Attorney's Office TWO THOUSAND  
20 NINE HUNDRED AND THIRTY-TWO DOLLARS (\$2,932.00) for partial reimbursement of costs  
21 of investigation and other costs of enforcement.

##### 22 **Civil Penalties**

23 10. Defendants must pay FIVE THOUSAND DOLLARS (\$5,000.00) as civil penalties  
24 pursuant to Business and Professions Code section 17206.

25 11. Defendants are further liable for an additional FIFTEEN THOUSAND DOLLARS  
26 (\$15,000.00) as civil penalties pursuant to Business and Professions Code section 17206. But  
27 Defendants' obligation to pay this amount will be permanently stayed, unless the Court finds that  
28 Defendants have materially violated a requirement of this Final Judgment. Defendants' violation of



1 any requirement in Paragraph 2 constitutes a material violation of this Final Judgment.

2 **Form of Payment**

3 12. Defendants must pay amounts owed under Paragraphs 7-10 in the total amount of  
4 NINETEEN THOUSAND FIVE HUNDRED SIXTY-FIVE DOLLARS (\$19,565.00). Defendants  
5 must pay these amounts, in four separate checks, at the time of the entry of this Final Judgment:

- 6 a. One business or cashier's check for TEN THOUSAND DOLLARS (\$10,000.00)  
7 must be made payable to the Yolo County Department of Agriculture for partial  
8 reimbursement of costs of investigation and other costs of enforcement.
- 9 b. One business or cashier's check for ONE THOUSAND SIX HUNDRED AND  
10 THIRTY-THREE DOLLARS (\$1,633.00) must be made payable to the "Yolo  
11 County EH" for reimbursement of costs of investigation and other costs of  
12 enforcement.
- 13 c. One business or cashier's check for TWO THOUSAND NINE HUNDRED AND  
14 THIRTY-TWO DOLLARS (\$2,932.00) must be made payable to the Yolo County  
15 District Attorney's Office for partial reimbursement of costs of investigation and  
16 other costs of enforcement.
- 17 d. One business or cashier's check for FIVE THOUSAND DOLLARS (\$5,000.00)  
18 must be made payable to the Treasurer of Yolo County for civil penalties.

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

24 14. Defendants must deliver all required payments required in Paragraphs 12 and 13 to  
25 the District Attorney's Office for the County of Yolo, Attention David Green, Deputy District  
26 Attorney, 301 Second Street, Woodland, CA 95695.

27 **ENFORCEMENT OF FINAL JUDGMENT AND PENALTIES**

28 15. The People may move this Court for additional relief for any violation of any

1 provision of this Final Judgment including, but not limited to, contempt, additional injunctive  
2 provisions, or additional penalties consistent with the provisions of this Final Judgment. Unless  
3 otherwise set forth herein, nothing in this Final Judgment limits the People’s right to seek any other  
4 relief or remedies provided by law, or limits Defendants’ right to defend against any request of the  
5 People for such other relief or remedies.

6 **MATTERS COVERED BY THIS FINAL JUDGMENT**

7 16. This Final Judgment is a final and binding resolution and settlement of all claims,  
8 violations, or causes of action expressly alleged by the People in the Complaint, and claims that  
9 could have been asserted within the scope of the allegations set forth in the Complaint (“Covered  
10 Matters”), against Defendants and their subsidiaries and affiliates, and each of their subsidiaries,  
11 affiliates, successors, heirs, assigns, and each of their respective officers, directors, shareholders,  
12 partners, employees, agents, representatives, members, managing members, managers, property  
13 owners, and facility operators (“Entities Covered by Final Judgment”). Any claim, violation, or cause  
14 of action that is not a Covered Matter is a “Reserved Claim.” Reserved Claims include, without  
15 limitation, any violation that occurs after the Court’s entry of this Final Judgment and any violation  
16 outside the scope of the allegations set forth in the People’s Complaint. The People reserve the right  
17 to pursue any Reserved Claim, and Defendants reserve their defenses against any Reserved Claim.  
18 Nothing in this paragraph limits the People’s ability to enforce the terms of this Final Judgment.

19 17. In any subsequent action that the People may bring based on any Reserved Claim,  
20 Defendants cannot assert that failing to pursue any Reserved Claim as part of this action constitutes  
21 claim-splitting.

22 18. Defendants cannot pursue any civil or administrative claims against the People or any  
23 agency of the State of California, county or city in the State of California, or local agency  
24 (collectively, “Agencies”), or against any of the People or Agencies’ officers, employees,  
25 representatives, agents or attorneys, arising out of or related to any Covered Matter; provided,  
26 however, that if any Agencies initiate claims against Defendants, Defendants reserve any and all  
27 rights, claims, demands, and defenses against such Agencies.

28 //



1 **FUTURE REGULATORY CHANGES**

2 22. Nothing in this Final Judgment excuses Defendants from meeting any more-stringent  
3 requirement that may be imposed by applicable law or by any change in the applicable law. To the  
4 extent any future statutory or regulatory change makes Defendants' obligations less stringent than  
5 those provided for in this Final Judgment, Defendants' compliance with the changed law will be  
6 deemed compliance with this Final Judgment.

7 **WAIVER**

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

16 **CONTINUING JURISDICTION**

17 24. The Court will retain continuing jurisdiction to enforce the terms of this Final  
18 Judgment and to address any other matters arising out of or regarding this Final Judgment. The  
19 parties must meet and confer at least ten (10) business days before the filing of any application or  
20 motion relating to this Final Judgment, and must negotiate in good faith in an effort to resolve any  
21 dispute without judicial intervention. If the parties are unable to resolve their dispute after meet-and-  
22 confer discussions, any party may move this Court seeking a resolution of that dispute by the Court.

23 **MODIFICATION**

24 25. This Final Judgment may be modified only on noticed motion by one of the parties  
25 with approval of the Court, or upon written consent by all of the parties and the approval of the  
26 Court.

27 **TERMINATION**

28 26. At any time after this Final Judgment has been in effect for five (5) years, and after

1 Defendants have paid any and all amounts due under the Final Judgment, any party may provide  
2 notice to the Court (which shall be served on all parties) that the injunctive provisions of this Final  
3 Judgment should expire and have no further force and effect (“Notice of Termination”). The  
4 injunctive provisions of this Final Judgment will be of no further force or effect sixty (60) days  
5 thereafter, unless the People file a motion contesting the expiration of any injunctive provisions  
6 within forty (40) days of receipt of the Notice of Termination. In the event that such motion is filed,  
7 none of the injunctive provisions of the Final Judgment contested in the People’s motion will  
8 terminate pending the Court’s ruling on the motion. The People reserve the right to contest  
9 termination exclusively on the ground that Defendants have not substantially complied in all material  
10 respects with the injunctive provisions of Paragraph 2 of the Final Judgment, and to offer any  
11 evidence relevant to such motion. Defendants reserve their rights to respond to any ground raised in  
12 the People’s motion and to offer any evidence relevant to such motion. The injunctive provisions in  
13 the Final Judgment will expire and be of no further force or effect unless the Court (upon  
14 consideration of the parties’ pleadings and arguments, if any) determines that the expiration of the  
15 provision at issue would not be in the interest of justice, because Defendants have not substantially  
16 complied in material respects with the provisions of Paragraph 2 of the Final Judgment. The  
17 termination of the injunctive provisions of the Final Judgment will have no effect on Defendants’  
18 obligation to comply with the requirements imposed by statute, regulation, ordinance, or law.

19 **EFFECTIVE DATE**

20 27. The effective date of this Final Judgment is the date of the signature of the Court  
21 entering this Final Judgment.

22  
23 **IT IS SO ORDERED.**

24  
25 Dated: \_\_\_\_\_

26 By: \_\_\_\_\_  
27 JUDGE OF THE SUPERIOR COURT  
28