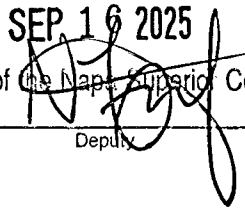


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FILED

SEP 16 2025

Clerk of the Napa Superior Court
By: 
Deputy

Attorneys for Plaintiff

SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF NAPA

THE PEOPLE OF THE STATE OF CALIFORNIA,)

Case No. 25CV001855

Plaintiff,)

~~PROPOSED~~

v.)

FINAL JUDGMENT

VISTA CORPORATION AND CLOVER FLAT)
LAND FILL INC.,)

PURSUANT TO STIPULATION

Defendants.)

16 Plaintiff, the People of the State of California ("the People"), appears through its
17 attorneys, Allison Haley, District Attorney for the County of Napa, by Patrick Collins, Deputy
18 District Attorney. Defendants Vista Corporation and Clover Flat Land Fill Inc. (collectively,
19 "Defendants"), appear through their counsel, John Perkey, Esq.

20 The People and Defendants, having stipulated to the entry of this Final Judgment and
21 permanent injunction prior to the taking of any proof, without trial or adjudication of any issue
22 of fact or law, without any admission or denial of liability or fault by Defendants, without the
23 entry of this Stipulated Judgment limiting any right, claim, remedy, or defense by Defendants
24 or non-parties in any action or proceeding involving a non-party to this action, and the Court
25 having considered the pleadings,

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

27 JURISDICTION

Napa Superior Court

SEP 12 2025

RECEIVED

1. This action is brought under California law, and this Court has jurisdiction of the subject matter hereof and the parties hereto.

APPLICABILITY

2. This Final Judgment is applicable to Defendants, including their managers, members, servants, employees, representatives, agents, successors, assignees, and all persons, partnerships, limited liability companies, corporations, subsidiaries, and other entities while actively engaged in the management, direction or control of the affairs of the corporate Defendant, or while acting within the scope and course of their duties.

DEFINITIONS

3. The following definitions apply:

- a. "THE PROPERTY" means the land, landfill, and buildings located at 4380 Silverado Trail N, Calistoga, California 94515, also known as 4380 Clover Flat Road, Calistoga, California 94515, Assessor's Parcel Number 020-120-020-000.
- b. "LEACHATE" means liquid containing soluble dissolved or suspended materials that is generated as a result of rainwater and moisture percolating through the waste in a landfill.
- c. "CONTAMINATED STORMWATER" means acidic stormwater or stormwater that comes into contact with LEACHATE.
- d. "STREAM 1" means the intermittent stream, a tributary of the Napa River, running adjacent to the eastern side of the PROPERTY.
- e. "STREAM 2" means the upper western fork of STREAM 1.
- f. "POLLUTANT" means any substance or material deleterious to fish, plant life, mammals, or bird life, including LEACHATE, CONTAMINATED STORMWATER, or sediment.
- g. "PROJECT" means the 4.24-acre restoration project on the PROPERTY as described in the Streambed Alteration Agreement No. EPIMS-NAP-52697-

1 R3, dated September 8, 2025 ("SAA") issued by the California Department
2 of Fish and Wildlife ("CDFW") and the Notice of Applicability for
3 Enrollment of the Clover Flat Resource Recovery Park under the Clean
4 Water Act Section 401 Water Quality Certification and Waste Discharge
5 Requirements for Restoration Projects Statewide (Order No. 2022-0048-
6 DWQ), Napa County, issued by the San Francisco Bay Regional Water
7 Quality Control Board on June 4, 2025.

8 INJUNCTION

9 4. Pursuant to Business and Professions Code sections 17203 and 17204, and Fish
10 and Game Code sections 5650.1 and 1615, Defendants are permanently enjoined and restrained
11 from directly or indirectly engaging in any or all of the following acts or practices:

- 12 a. Except as needed to complete the PROJECT, substantially diverting or
13 obstructing the natural flow of, or substantially changing or using any
14 material from the bed, channel, or bank of any river, stream, or lake, or
15 depositing or disposing of debris or waste where it may pass into any river,
16 stream, or lake in violation of Fish and Game section 1602(a).
- 17 b. Failing to comply with the terms of any lake or streambed alteration
18 agreement issued by the CDFW pursuant to Fish and Game Code sections
19 1602 and 1603.
- 20 c. Except as authorized pursuant to Fish and Game Code section 5650(b),
21 depositing in, permitting to pass into, or placing where it can pass into the
22 waters of the State, including STREAM 1 and STREAM 2, any substance or
23 material deleterious to fish, plant life, mammals, or bird life, in violation of
24 Fish and Game Code section 5650.
- 25 d. Causing, allowing, or failing to prevent any discharge, release, or runoff of
26 any POLLUTANT into waters of the State, including STREAM 1 and
27 STREAM 2.

- 1 e. Failing to provide notification as required to the CDFW of any emergency
2 work done by or at the direction of Defendants within the bed, bank, or
3 channel of STREAM 1 or STREAM 2 in accordance with Fish and Game
4 Code section 1610.
- 5 f. Failing to provide notification as required to CDFW, of any actual,
6 anticipated, or threatened discharge of a POLLUTANT to the waters of the
7 State, including STREAM 1 and STREAM 2.
- 8 g. Failing to maintain sufficient LEACHATE storage and stormwater storage
9 to ensure that LEACHATE and CONTAMINATED STORMWATER is
10 contained in a manner that does result in any discharge, release, or runoff of
11 any such water into the waters of the State, including STREAM 1 and
12 STREAM 2.

13 COMPLIANCE TRAINING

14 5. Defendants shall be and are hereby ordered and mandated, pursuant to Business
15 and Professions Code sections 17203 and 17204, and Fish and Game Code sections 5650.1 and
16 1615, to do all of the following:

- 17 a. Ensure that semi-annual training in POLLUTANT management and
18 containment, and facility maintenance is provided to each of its employees,
19 representatives, and/or agents who generate, store, or manage LEACHATE,
20 stormwater, or CONTAMINATED STORMWATER, and to their
21 supervisors, on each provision listed in Paragraph 4, in addition to any other
22 training required by law or by this Final Judgment.
- 23 b. Maintain documentation of the training in subparagraph 5(a) and make it
24 available to Plaintiff upon request. Copies may be maintained electronically.
25 Training documentation shall include, at minimum, the following
26 information: date of training, name of trainer, names of trainees, training
27 topics and/or agenda, and training materials provided to the trainees.
28

1 **MONETARY RELIEF**

2 6. **Costs.** On or before the filing of this Judgment, Defendants, jointly and
3 severally, shall pay to Plaintiff, as and for costs of investigation, the sum of Sixty-Four
4 Thousand Four Hundred Sixty-Two Dollars (\$64,462), by check made payable to the Napa
5 County Treasurer. Said costs shall be distributed to the below listed entities as follows:

6 CDFW \$61,462

7 Napa County District Attorney's Office \$ 3,000

8 7. **Compensatory Mitigation.** To compensate for the temporary and permanent
9 injuries to natural resources described in the CDFW's Natural Resource Damage Assessment
10 dated May 15, 2020 ("NRDA"), Defendants shall:

- 11 a. Within two (2) years after service of Notice of Entry of this Final
12 Judgment upon Defendants, complete construction of the PROJECT;
- 13 b. Defendants shall submit a draft deed restriction within thirty (30) days of
14 service of Notice of Entry of this Final Judgment to establish restrictions
15 to protect in perpetuity the PROJECT's 4.24-acre restoration area.
16 Defendants shall provide the draft deed restriction to counsel for the
17 People at the address specified in paragraph 9(a). Defendants shall
18 submit a copy of the recorded deed restriction within sixty (60) days of
19 receiving written acceptance by CDFW and the other agencies listed in
20 the deed restriction as having enforcement rights: Napa County and the
21 San Francisco Bay Regional Water Quality Control Board. Defendants
22 shall provide a copy of the recorded deed restriction to counsel for the
23 People at the address specified in paragraph 9(a);
- 24 c. Provide funding in the amount of One Million Five Hundred and Fifty
25 Thousand Dollars (\$1,550,000) to the Napa County Flood Control and
26 Water Conservation District's ("District") for restoration of the
27 Construction Group B acreage of the District's Bale Slough-Bear Creek
28

1 Tributary Restoration Project in the unincorporated town of Rutherford
2 in accordance with a written funding agreement between the District and
3 Defendants subject to CDFW's approval, which shall not be
4 unreasonably withheld; and

5 d. Provide funding in the amount of Nine Hundred Fifty-Four Thousand
6 Dollars (\$954,000) to the Napa County Resource Conservation District
7 ("RCD") to be used by the RCD to offset the costs of planning and
8 permitting the Huichica Creek Restoration Project in Napa County in
9 accordance with a written funding agreement between the RCD and
10 Defendants subject to CDFW's approval, which shall not be
11 unreasonably withheld.

12 e. Provide funding in the amount of One Hundred Fifty Thousand Dollars
13 (\$150,000) to the RCD to be used by the RCD to offset the cost of
14 planning, permitting, or implementing either the Huichica Creek
15 Restoration Project or the Suscol Creek Restoration Project in Napa
16 County at the RCD's discretion. Payment shall be in accordance with a
17 written funding agreement between the RCD and Defendants subject to
18 CDFW's approval, which shall not be unreasonably withheld.

19 8. **Civil Penalties.** Defendants, jointly and severally, are hereby ordered to pay
20 civil penalties in the total amount of Five Hundred Thousand Dollars (\$500,000) which shall be
21 due and payable as follows:

22 a. Defendants shall pay, pursuant to Fish and Game Code section 5650.1, a
23 civil penalty of Fifty Thousand dollars (\$50,000) by check made payable to
24 the Napa County Treasurer.

25 b. Defendants shall pay, pursuant to Business and Professions Code section
26 17206, a civil penalty of Fifty Thousand dollars (\$50,000) by check made
27 payable to the Napa County Treasurer.
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1 The remainder of the civil penalty, in the sum of Four Hundred Thousand Dollars (\$400,000),
2 shall be stayed unless the Parties agree, or the Court finds by a preponderance of the evidence,
3 that Defendants, or either of them, failed to fully comply with any of the provisions of
4 paragraphs 4 and/or 5 of this Judgment. Upon such finding or agreement, the stayed civil
5 penalty, along with any other sum the Court may award for the violation, shall become
6 immediately due and payable in full and this total sum shall accrue interest, from the date of the
7 Court's ruling that a violation occurred, at a rate of ten percent (10%) per annum, until paid in
8 full.

9 **9. Delivery of Settlement Funds.** All settlement funds in paragraphs 6 and 8,
10 above, shall be due after this Final Judgment has been signed by the Court and Notice of Entry
11 of Final Judgment served upon Defendants or Defendants' counsel of record (which
12 Defendants' counsel agrees it will accept via email at the following email:
13 john.perkey@wasteconnections.com), as specified below. The payments of compensatory
14 mitigation provided in subparagraphs (c) – (e) of paragraph 7 shall be paid in accordance with
15 the timelines identified below.

- 16 a. The settlement funds in paragraphs 6 and 8 shall be in the form of checks made
17 payable as described above and delivered to Patrick Collins of the Napa County
18 District Attorney's Office, 1127 First Street, Suite C, Napa, California 94559
19 within ten (10) business days after this Final Judgment has been signed by the
20 Court and served upon Defendants or Defendants' counsel of record.
- 21 b. The compensatory mitigation funds in paragraph 7(c) shall be in the form of a
22 check made payable to "Napa County Flood Control and Water Conservation
23 District" and delivered by Defendants to the District within the time specified,
24 and addressed to the District's representative identified, in the funding
25 agreement described in paragraph 7(c).
- 26 c. The compensatory mitigation funds in paragraph 7(d) shall be in the form of a
27 check made payable to "Napa County Resource Conservation District" and
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1 delivered by Defendants to RCD within the time specified, and addressed to the
2 RCD representative identified, in the funding agreement described in paragraph
3 7(d).

4 d. The compensatory mitigation funds in paragraph 7(e) shall be in the form of a
5 check made payable to "Napa County Resource Conservation District" and
6 delivered by Defendants to RCD within the time specified, and addressed to the
7 RCD representative identified, in the funding agreement described in paragraph
8 7(e).

9 e. Defendants shall provide a copy of the fully executed funding agreements
10 described in paragraphs 7(c), 7(d), and 7(e), to counsel for the People at the
11 address specified in paragraph 9(a) within five (5) business days of execution of
12 each agreement.

13 f. Defendants shall provide a copy of the checks described in paragraphs 9(b),
14 9(c), and 9(d) to counsel for the People at the address specified in paragraph 9(a)
15 within five (5) business days of the delivery of each check.

16 10. Defendants shall bear their own attorney's fees and costs.

17 **RETENTION OF JURISDICTION**

18 11. Jurisdiction is retained for the purpose of enabling any party to this Judgment to
19 apply to the Court at any time for such further orders and directions as may be necessary and
20 appropriate for the construction and carrying out of this Judgment, for the modification of any
21 of the injunctive provisions of this Judgment, and for the enforcement of, compliance with, and
22 for the punishment of violations of this Judgment.

23 12. The failure of the People to enforce any provision of this Final Judgment shall
24 neither be deemed a waiver of such provision nor shall it in any way affect the validity of this
25 Final Judgment. The failure of the People to enforce any provision shall not preclude it from
26 later enforcing the same or other provisions of this Final judgment.

27 13. The clerk is ordered to immediately enter this Judgment, and this Judgment shall
28

1 take effect immediately upon entry thereof.

2 14. This Final Judgment is a final and binding resolution and settlement of all
3 claims, violations, and causes of action alleged by the People in the Complaint, during the time
4 period alleged in the Complaint through the date of entry of this Final Judgment.

5 **TERMINATION**

6 15. At any time after this Final Judgment has been in effect for five (5) years, and
7 Defendants have paid and expended all amounts required under the Final Judgment,
8 Defendants may move to terminate the injunctive provisions in Paragraph 5 pursuant to Code
9 of Civil Procedure section 533 or as otherwise allowed. After this Final Judgment has been in
10 effect for seven (7) years, and Defendants have paid and expended all amounts required under
11 the Final Judgment, the injunctive provisions in Paragraph 5 shall terminate automatically.

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14 DATED: SEP 12 2025

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16 JUDGE OF THE SUPERIOR COURT
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