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14 UNITED STATES DISTRICT COURT
15 CENTRAL DISTRICT OF CALIFORNIA

16 CITY OF LOS ANGELES; ORANGE
COUNTY SANITATION DISTRICT;
17 COUNTY SANITATION DISTRICT NO. 2
OF LOS ANGELES COUNTY;
18 RESPONSIBLE BIOSOLIDS
MANAGEMENT, INC.; R&G FANUCCHI,
19 INC.; SHAEN MAGAN, both individually
and d/b/a HONEY BUCKET FARMS and
20 TULE RANCH/MAGAN FARMS;
WESTERN EXPRESS, INC.; SIERRA
21 TRANSPORT, INC.; CALIFORNIA
ASSOCIATION OF SANITATION
22 AGENCIES,

23 Plaintiffs,

v.

24 COUNTY OF KERN; KERN COUNTY
25 BOARD OF SUPERVISORS,

26 Defendants.

No. CV 06-5094 GAF (VBKx)

**DECLARATION OF
ROBERT FANUCCHI IN
SUPPORT OF PLAINTIFFS'
MOTION FOR A
PRELIMINARY
INJUNCTION**

Date: October 16, 2006
Time: 9:30 a.m.
Place: 255 Temple Street
Room 740
Los Angeles, CA
Judge: The Honorable
Gary A. Feess

1 I, Robert Fanucchi, declare as follows:

2 1. I am a professional farmer and a partner of R&G Fanucchi, Inc.,
3 a family farming business and a Plaintiff in this action. Our business holds a
4 contract with Plaintiff City of Los Angeles ("City") to conduct custom farming
5 using biosolids at the City's Green Acres Farm ("Green Acres" or "Farm"), located
6 southwest of Bakersfield. I submit this declaration in support of Plaintiffs' motion
7 for a preliminary injunction. The facts stated in this declaration are based on my
8 personal knowledge, and I could and would testify competently to these facts if
9 called upon to do so.

10 2. My grandfather started our family farming business more than
11 50 years ago. My father and uncle (Roy and George Fanucchi) have been farming
12 together since 1977, and I have been farming full-time for the last 15 years. I grew
13 up on the family farm in Kern County near Shafter and have assisted with farm
14 work since I was a youth. I attended Loyola Marymount University and received a
15 B.A in Business Administration in 1991. After college, I began farming full-time.
16 Our family farming business includes farming both with biosolids and with
17 conventional chemical fertilizers, on land that we own and land that we rent or
18 contract farm. We are active in local and state groups that promote professional
19 farming, including the Kern County Farm Bureau. I am experienced and
20 knowledgeable regarding all aspects of farm management and practice, including
21 field preparation, crop selection, planting, plant nutrients, irrigation, use of
22 pesticides, harvesting, and marketing crops. I am experienced and knowledgeable
23 regarding the different farm conditions and practices in Southern California.

24 3. In 2003, we entered into a contract with the City of Los
25 Angeles to farm Green Acres. Our contract with the City requires farming with
26 biosolids, and it provides for a minimum land application rate of 200,000 tons of
27 biosolids annually. Our revenues under the contract with the City are
28 approximately \$2 million per year.

DECLARATION OF ROBERT FANUCCHI

1 4. To fulfill our contract with the City, we currently employ 11
2 full-time people at Green Acres. We also hire part-time workers as needed.

3 5. We grow approximately 5,000 acres of feed per year at Green
4 Acres. We grow alfalfa, corn, wheat, milo, and sudan. All of the feed crops are
5 for dairy cows. Almost all crop sales are to local dairies. We also sell some sudan
6 to a local company that ships it to China for dairy feed.

7 6. The new Kern biosolids ban will impose substantial and
8 irreparable burdens on our business and its employees. Most importantly, our
9 contract requires farming with biosolids, and if biosolids can no longer be used at
10 the Farm, we could lose our contract revenues.

11 7. In addition, we have expended approximately \$600,000 to
12 purchase equipment for farming at Green Acres, including tractors, trucks and
13 various farming implements. We would not need this equipment if we no longer
14 farmed at Green Acres and if we sold it, we would get only approximately 20% of
15 this amount. As a result, because of the Kern biosolids ban, we stand to lose most
16 of our investment in this valuable equipment.

17 8. Our company's employees will also suffer. Our contract with
18 the City is subject to a number of City ordinances that enhance benefits and wages
19 for workers and their families, including the City's Living Wage Ordinance and its
20 Equal Benefits Ordinance. Accordingly, our employees at Green Acres receive a
21 two dollar per hour premium over and above prevailing hourly farm wages in the
22 area. It is extremely unlikely that our workers would be able to find comparable
23 pay and benefits in other jobs should they lose their work with us as a result of the
24 discontinuance of land application of biosolids at Green Acres.

25 9. Land application of biosolids has improved soil tilth and
26 organic content at Green Acres. These improvements to the soil will be lost if we
27 must stop farming with biosolids due to the Kern ban.

28

1 13. As of the signing of this declaration, Kern County has not
 2 informed our business whether the City's application for a hardship extension of
 3 time has been granted or denied.

4 14. Even if the hardship extension is granted, an extension would at
 5 best delay, but would not eliminate or lessen, the irreparable harms to our business
 6 and its employees, as described above.

7 I declare under penalty of perjury that the foregoing is true and
 8 accurate.
 9

10 Executed this 15 day of September at Bakersfield,
 11 California

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 13 Robert Fanucchi

14 Robert Fanucchi
 15 R&G Fanucchi, Inc.
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