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15 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**  
16 **FOR THE COUNTY OF TULARE**

17 CITY OF LOS ANGELES; COUNTY  
18 SANITATION DISTRICT NO. 2 OF LOS  
19 ANGELES COUNTY; ORANGE COUNTY  
20 SANITATION DISTRICT; RESPONSIBLE  
21 BIOSOLIDS MANAGEMENT, INC.; R&G  
22 FANUCCHI, INC.; SHAEN MAGAN, BOTH  
23 INDIVIDUALLY AND D/B/A HONEY  
24 BUCKET FARMS AND TULE  
25 RANCH/MAGAN FARMS; WESTERN  
26 EXPRESS, INC.; CALIFORNIA  
27 ASSOCIATION OF SANITATION  
28 AGENCIES,

Plaintiffs,

v.

COUNTY OF KERN; KERN COUNTY  
BOARD OF SUPERVISORS,

Defendants.

Case No. Civ. 242057

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

Hearing: June 9, 2011  
Dep't: 10  
Hearing Judge: Hon. Lloyd L. Hicks  
Action filed: January 26, 2011  
Trial date: Not set

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I, Robert Fanucchi, declare as follows:

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1. I am a professional farmer and a partner of R&G Fanucchi, Inc., a family farming business and a Plaintiff in this action. Our business holds a contract with Plaintiff City of Los Angeles ("City") to conduct custom farming using biosolids at the City's Green Acres Farm ("Green Acres" or "Farm"), located southwest of Bakersfield. I submit this declaration in support of Plaintiffs' Motion for Preliminary Injunction. I previously submitted a declaration dated September 15, 2006, similar in content, in support of Plaintiffs' successful motion for a preliminary injunction in federal court. The facts stated in this declaration are based on my personal knowledge, and I could and would testify competently to these facts if called upon to do so.

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

3. In 2003, we entered into a contract with the City of Los Angeles to farm Green Acres. Our contract with the City requires farming with biosolids, and it provides for land application of 200,000 tons of biosolids annually. Our revenues under the contract with the City represent approximately \$2.3 million of our total \$2.7 million per year in revenues.

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

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DECLARATION OF ROBERT FANUCCHI

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5. We grow thousands of acres of feed per year at Green Acres. We grow alfalfa, corn, wheat, milo, and sudan. All of the feed crops are for dairy cows. Almost all crop sales are to local dairies.

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

7. The future of farming at Green Acres without biosolids is presently uncertain. Even if we could secure a new agreement to farm at Green Acres, we would likely lose the certainty provided by our existing contract's guaranteed \$2 million in revenues, and we would bear the risks of farming marginal land without the benefits of biosolids. These benefits are described below in paragraphs 10-12.

8. In addition, we have expended approximately \$600,000 to purchase equipment for farming at Green Acres, including tractors, trucks and various farming implements. We would not need all of this equipment if we no longer farmed with biosolids at Green Acres, and we would get only approximately 20% of what we paid on any equipment sold. As a result, because of the Kern biosolids ban, we stand to lose a significant portion of our investment in this valuable equipment.

9. Our company's employees will also suffer. Our contract with the City is subject to a number of City ordinances that enhance benefits and wages for workers and their families, including the City's Living Wage Ordinance and its Equal Benefits Ordinance. Accordingly, our employees at Green Acres receive a two dollar per hour premium over and above prevailing hourly farm wages in the area. It is extremely unlikely that our workers would be able to find comparable pay and benefits in other jobs should they lose their work with us as a result of the discontinuance of land application of biosolids at Green Acres. Any future arrangement enabling our farming operations to continue after Measure E would not necessarily be at the same scale or confer the same benefits on workers.

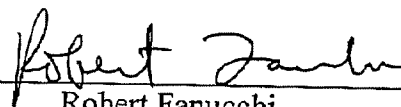
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2           10.     Land application of biosolids has improved soil tilth and organic content  
3 at Green Acres. This highly arable land stands in stark contrast to the land at Green Acres prior  
4 to biosolids land application, as well as the still marginal areas in the nearby vicinity of Kern  
5 County. These improvements to the soil will be lost if we must stop farming with biosolids due  
6 to the Kern Ban.

7           11.     I have personally worked on and supervised all aspects of farming at  
8 Green Acres since we received our contract from the City in 2003. I have studied and observed  
9 the properties and effects of biosolids on the land and crops and have concluded that biosolids  
10 are a valuable and beneficial soil amendment and fertilizer. As a farmer and landowner, I have  
11 an obligation to be a steward of the land that I farm and ensure that agriculture is sustainable into  
12 the future. The observations and information I have gained farming with biosolids at Green  
13 Acres demonstrates that biosolids promote recycling, conservation, and improvement of the land.  
14 I would, if permitted by Kern County, use biosolids on other farms that I work and own.

15           12.     Biosolids supply crops the primary nutrients of nitrogen, phosphorous, and  
16 potassium. For farming operations to continue at Green Acres without the use of biosolids, these  
17 essential nutrients would have to be replaced by purchasing chemical fertilizers such as  
18 ammonia, which is a large expense. The soil at Green Acres is alkaline and without use of  
19 biosolids it is not well-suited for productive farming. In the summer, it is like stepping into a  
20 foot of dust in some fields. Biosolids have enriched the soil with nutrients and improved crop  
21 yields, and Green Acres yields better than neighboring farms.

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23           I declare under penalty of perjury pursuant to the laws of the State of California  
24 that the foregoing facts are true and correct.

25           Executed this 20<sup>th</sup> day of April 2011, at Bakersfield, California.

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28           Robert Fanucchi  
              R&G Fanucchi, Inc.