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9 SUPERIOR COURT OF THE STATE OF CALIFORNIA
10 COUNTY OF ALAMEDA
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12

13 **THE PEOPLE OF THE STATE OF**
14 **CALIFORNIA, EX REL. EDMUND G.**
15 **BROWN JR., AS ATTORNEY GENERAL OF**
THE STATE OF CALIFORNIA
16
Plaintiff,
17
V.
18
COUNTRY BUILDERS, INC., A
19 **CORPORATION; WELDON OFFILL, AN**
20 **INDIVIDUAL; KEITH OFFILL, AN**
21 **INDIVIDUAL; KELLY OFFILL, AN**
22 **INDIVIDUAL; SANDRA R. OFFILL, AN**
INDIVIDUAL; BRYAN OFFILL, AN
INDIVIDUAL, AND DOES 1 THROUGH
100, INCLUSIVE,
23
Defendants,
24

Case No. RG 10501786

STIPULATION FOR SETTLEMENT

Date: N/A
Time: N/A
Dept: 16
Judge: The Honorable Lawrence John Appel

Trial Date: N/A
Action Filed: March 3, 2010

25 IT IS HEREBY STIPULATED by and among Plaintiff, the People of the State of
26 California ex rel. Edmund G. Brown Jr. as Attorney General of the State of California
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1 (“PLAINTIFF”) and Defendants Country Builders, Inc., Weldon Offill, Keith Offill, Kelly Offill,
2 Sandra R. Offill, and Bryan Offill, (collectively, “DEFENDANTS”) that:

3 1. The instant proceedings in Case No. RG 10501786 were initiated by PLAINTIFF to
4 enforce the terms of Business and Professions Code section 17200.

5 2. The settlement resolves only the matters specifically described in the civil complaint
6 filed in the Superior Court of California, County of Alameda, in Case No. RG 10501786.

7 3. DEFENDANTS agree to pay the sum of \$136,932.06 as restitution to the State
8 Compensation Insurance Fund. The restitution amount in this paragraph shall be made payable
9 by certified check to the “State Compensation Insurance Fund” and delivered by August 31, 2010
10 to the following address: State Compensation Insurance Fund, 5860 Owens Drive, Pleasanton,
11 California 94588, Attn: Iantha Miner – CIBU/Restitution.

12 4. DEFENDANTS agree to pay the sum of TWO MILLION TWO HUNDRED
13 THOUSAND DOLLARS (\$2,200,000.00) as restitution to Country Builders, Inc.’s employees
14 who were not paid the prevailing wage on public works projects as required by Labor Code
15 section 1774 or the statutory or contractual wage as required by Labor Code section 223 for years
16 2006 through 2008. The restitution amount in this paragraph shall be made payable by certified
17 check to the restitution administrator designated by the Attorney General’s Office and delivered
18 to the restitution administrator in two installments. The first installment of \$1.1 million shall be
19 paid by December 31, 2010. The second installment of \$1.1 million shall be paid by April 30,
20 2011.

21 5. PLAINTIFF, in its discretion, may determine the eligibility of any worker employed
22 by Country Builders, Inc. during years 2006 through 2008 for the restitution of unpaid wages
23 from the amount set forth in paragraph 4. PLAINTIFF may pay restitution directly to these
24 eligible workers in accordance with any reasonable plan or method, on a full, pro rata, or
25 differential basis, and retain any remaining restitution funds as additional civil penalties after
26 payment of restitution as set forth in this paragraph.

27 6. DEFENDANTS shall pay the sum of FIFTY THOUSAND DOLLARS (\$50,000.00)
28 as and for the fees and costs of a restitution administrator designated by the Attorney General’s

1 Office. The amount in this paragraph shall be made payable to the restitution administrator by
2 certified check, and delivered to the restitution administrator by August 31, 2010. If the total
3 cost of such administration is less than the amount specified in this paragraph, the remaining
4 balance shall be credited towards the civil penalties in paragraph 8.

5 7. DEFENDANTS shall pay the sum of ONE HUNDRED THOUSAND DOLLARS
6 (\$100,000.00) as attorney fees and costs related to the investigation and prosecution of this
7 matter. The amount in this paragraph shall be made payable by certified check to the "California
8 Attorney General" and delivered by August 31, 2010 to the following address: California
9 Attorney General's Office, 300 S. Spring Street, Suite 1702, Los Angeles, California 90013, Attn:
10 Deputy Attorney General Carolyn Y. La.

11 8. Pursuant to California Business and Professions Code section 17206, DEFENDANTS
12 shall pay ONE MILLION FOUR HUNDRED FIFTY THOUSAND DOLLARS (\$1,450,000.00)
13 as and for civil penalties. The penalty amount in this paragraph shall be made payable by
14 certified check to the "California Attorney General" and delivered by December 31, 2012 to the
15 following address: California Attorney General's Office, 300 S. Spring Street, Suite 1702, Los
16 Angeles, California 90013, Attn: Deputy Attorney General Carolyn Y. La.

17 9. After the payments described in paragraphs 3, 6, and 7 have been paid, PLAINTIFF
18 shall file a request for dismissal of individual DEFENDANTS Kelly Offill and Sandra R. Offill.

19 10. After the restitution payment described in paragraph 4 has been paid, PLAINTIFF
20 shall file a request for dismissal of individual DEFENDANTS Keith Offill and Bryan Offill.

21 11. If the restitution payment described in paragraph 4 is not received by the fifth
22 calendar day following the due date, PLAINTIFF may make written demand for payment to
23 Roger Patton, counsel for DEFENDANTS, by facsimile to (510) 987-7575. Upon written notice
24 being provided, DEFENDANTS will have three calendar days to cure the default in payment. If
25 payment is not received by PLAINTIFF by the third calendar day following the provision of
26 notice, PLAINTIFF may present to the Court a proposed final judgment attached as Exhibit 1.

27 12. If payment of the civil penalty amount described in paragraph 8 is not received by the
28 fifth calendar date following the due date, PLAINTIFF may make written demand for payment to

1 Roger Patton, counsel for DEFENDANTS, by facsimile transmission to (510) 987-7575. Upon
2 written notice being provided, DEFENDANT Weldon Offill will have three calendar days to cure
3 the default in payment. If payment is not received by PLAINTIFF by the third calendar day
4 following the provision of notice, PLAINTIFF may present to the Court a proposed final
5 judgment attached as Exhibit 2.

6 13. DEFENDANT Weldon Offill, the responsible managing officer of DEFENDANT
7 Country Builders, Inc., admits that at times he failed to pay certain employees of Country
8 Builders, Inc. the prevailing wage as required by Labor Code section 1774, failed to pay the
9 statutory or contractual wage in violation of Labor Code section 223, and failed to provide
10 employees with accurate itemized written statements as required by Labor Code section 226.

11 14. DEFENDANT Weldon Offill, the responsible managing officer of DEFENDANT
12 Country Builders, Inc., agrees that California contractor license number 699574, issued to
13 Country Builders, Inc., will be revoked on April 30, 2011 pursuant to Business and Professions
14 Code section 7106.

15 15. DEFENDANTS Country Builders, Inc., holder of California contractor's license
16 number 699574, and Weldon Offill, the responsible managing officer of Country Builders, Inc.
17 agree to debarment pursuant to Labor Code sections 1777.1(a) and (b), for a period of three years,
18 beginning December 31, 2010. During that three year period, DEFENDANTS Country Builders,
19 Inc. and Weldon Offill agree that they shall be ineligible to do either of the following: (a) bid on
20 or be awarded a contract for a public works project; or (b) perform work as a subcontractor on a
21 public work as defined in Labor Code sections 1720, 1720.2 and 1720.3.

22 16. The Judgment may be signed by a judge, commissioner, or judge pro tem of the
23 Superior Court of California, County of Alameda.

24 17. DEFENDANTS agree to accept service of the Notice of Entry of Judgment and the
25 Judgment by U.S. Mail on their counsel.

26 18. This Stipulation may be executed in counterparts, and a facsimile signature shall be
27 deemed to be, and shall have the same force and effect as, an original signature.

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EDMUND G. BROWN JR.
Attorney General of California
MARK J. BRECKLER
Senior Assistant Attorney General
JON M. ICHINAGA
Supervising Deputy Attorney General

DATE: 8-20-10

Carolyn Y. La
BY: CAROLYN Y. LA
Deputy Attorney General
Attorneys for Plaintiff

DATED: 8-19-10

Weldon Offill
Country Builders Inc
WELDON OFFILL on behalf of
COUNTRY BUILDERS, INC.

DATED: 8-19-10

Weldon Offill
WELDON OFFILL

DATED: 8/19/10

Kelly Offill
KELLY OFFILL

DATED: 8-19-10

Kelly Offill
KELLY OFFILL

DATED: 8-19-10

Sandra R. Offill
SANDRA R. OFFILL

DATED: 8-19-10

Bryan Offill
BRYAN OFFILL

Approved as to form:

PATTON WOLAN CARLISE LLP

DATED: 8-20-2010

Roger W. Patton
By: ROGER W. PATTON
On Behalf of All Defense
Counsel

1 EDMUND G. BROWN JR.
Attorney General of California
2 MARK J. BRECKLER
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3 JON M. ICHINAGA
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15 **BROWN JR., AS ATTORNEY GENERAL OF**
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16 Plaintiff,

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18 **COUNTRY BUILDERS, INC., A**
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21 **INDIVIDUAL; KELLY OFFILL, AN**
22 **INDIVIDUAL; SANDRA R. OFFILL, AN**
23 **INDIVIDUAL; BRYAN OFFILL, AN**
24 **INDIVIDUAL, AND DOES 1 THROUGH**
100, INCLUSIVE,

Defendants,

Case No. RG 10501786

**[PROPOSED] FINAL JUDGMENT AND
PERMANENT INJUNCTION**

Date: N/A

Time: N/A

Dept: 16

Judge: The Honorable Lawrence John Appel

Trial Date: N/A

Action Filed: March 3, 2010

25 TO ALL PARTIES AND THEIR ATTORNEYS OF RECORD:

26 Plaintiff, the People of the State of California ex rel. Edmund G. Brown Jr. as Attorney
27 General of the State of California ("PLAINTIFF") and Defendants Country Builders, Inc.,
28

1 Weldon Offill, Keith Offill, and Bryan Offill, (collectively, "DEFENDANTS") have stipulated
2 that this Final Judgment and Permanent Injunction ("Judgment") may be entered, with each party
3 waiving the right to an adjudicative trial, without the taking of evidence on any issue of fact or
4 law, or any factual finding by the Court or any admission or denial of wrongdoing or guilt,

5 IT IS HEREBY ORDERED, ADJUDGED, AND DECREED THAT:

6 1. This Court has jurisdiction over the allegations and subject matter of PLAINTIFF's
7 Complaint filed in this action, and the parties thereto; venue is proper in this County; and this
8 Court has jurisdiction to enter this Judgment.

9 2. Pursuant to Business and Professions Code sections 17203 and 17636,
10 DEFENDANTS are hereby enjoined permanently from the following acts:

- 11 a. making false statements to the State Compensation Insurance Fund (SCIF) in
12 violation of Insurance Code section 11880;
- 13 b. failing to pay the prevailing wage as required by Labor Code section 1774;
- 14 c. failing to pay the statutory or contractual wage in violation of Labor Code
15 section 223;
- 16 d. filing false certified payroll reports;
- 17 e. failing to keep accurate payroll reports in violation of Labor Code section 1776;
- 18 f. offering fraudulently altered documents at any proceeding in violation of Penal
19 Code section 132; and
- 20 g. failing to provide employees with accurate itemized written statements as
21 required by Labor Code section 226.

22 3. PLAINTIFF shall recover from DEFENDANTS, jointly and severally, the sum of
23 TWO MILLION TWO HUNDRED HUNDRED THOUSAND DOLLARS (\$ 2,200,000.00) as
24 and for restitution to Country Builders, Inc.'s employees who were not paid the prevailing wage
25 on public works projects as required by Labor Code section 1774 or the statutory or contractual
26 wage as required by Labor Code section 223 for years 2006 through 2008.

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4. PLAINTIFF shall recover from DEFENDANTS, jointly and severally, the sum of ONE MILLION FOUR HUNDRED FIFTY THOUSAND DOLLARS (\$1,450,000.00) as a civil penalty pursuant to California Business and Professions Code section 17206.

5. The Court retains jurisdiction as the ends of justice may require for the purpose of enabling any party to this Judgment to apply to the Court at any time for such further orders and directions as may be necessary or appropriate for: (a) the construction or carrying out of this Judgment; (b) the enforcement of any provision of this Judgment; (c) the modification of the injunctive provisions of this Judgment; and (d) the punishment of any violations of this Judgment.

6. This Judgment shall be entered by the Clerk only after PLAINTIFF informs the Court that DEFENDANTS have defaulted in their payments to PLAINTIFF as set forth in the Stipulation for Settlement and Order Thereon.

DATED: _____

JUDGE OF THE SUPERIOR COURT

1 EDMUND G. BROWN JR.
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1 (“DEFENDANT”) have stipulated that this Final Judgment and Permanent Injunction
2 (“Judgment”) may be entered, with each party waiving the right to an adjudicative trial, without
3 the taking of evidence on any issue of fact or law, or any factual finding by the Court or any
4 admission or denial of wrongdoing or guilt,

5 IT IS HEREBY ORDERED, ADJUDGED, AND DECREED THAT:

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21 required by Labor Code section 226.

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23 HUNDRED FIFTY THOUSAND DOLLARS (\$1,450,000.00) as a civil penalty pursuant to
24 California Business and Professions Code section 17206.

25 7. The Court retains jurisdiction as the ends of justice may require for the purpose of
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27 directions as may be necessary or appropriate for: (a) the construction or carrying out of this
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DATED: _____

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