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**UNITED STATES DISTRICT COURT  
CENTRAL DISTRICT OF CALIFORNIA**

**LYNN SHULER; MICHAEL SHULER;  
DREAMWEAVER ANDALUSIANS,  
LLC,**

**Plaintiffs,**

**vs.**

**UNITED STATES OF AMERICA;  
PRUDENTIAL INSURANCE  
COMPANY OF AMERICA;  
PRUDENTIAL MORTGAGE CAPITAL  
COMPANY, LLC; PRUDENTIAL  
FINANCIAL INC; SUNSHINE  
AGRICULTURE, INC.; CAPITAL  
AGRICULTURAL PROPERTY  
SERVICES, INC.; SIERRA PACIFIC  
FARMS, INC, a California Corporation;  
SOMIS PACIFIC AG MANAGEMENT;  
DOUG OHARA;**

**Defendants.**

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**SIERRA PACIFIC FARMS, INC, a  
California Corporation; SOMIS PACIFIC  
AG MANAGEMENT; DOUG OHARA;**

**Cross-claimants,**

**vs.**

**Case No. 2:14-cv-2025-RGK (RZx)**

**[PROPOSED] JUDGMENT**

**FEDERAL RULE 68 (a);**

1 UNITED STATES OF AMERICA (acting  
2 by and through Natural Resource  
3 Conservation Service); ROBERT E.  
4 MARTIN; ANDREW SALINAS;  
5 CHRISTINE SALINAS; DANNY P.  
6 HOLMES; HOLMES ENTERPRISES,  
7 SANCHEZ EARTHWORKS; and DOES  
8 1 through 20, inclusive,

9 Cross-claim Defendants.

10 CAPTIAL AGRICULTURAL  
11 PROPERTY SERVICES, INC. and  
12 SUNSHINE AGRICULTURE, INC.

13 Cross-Complainant,

14 vs.

15 ROBERT E. MARTIN; ANDREW  
16 SALINAS; CHRISTINE SALINAS;  
17 DANNY P HOLMES; HOLMES  
18 ENTERPRISES; SANCHEZ  
19 EARTHWORKS; LYNN SHULER AND  
20 MICHAEL SHULER; and DOES 1  
21 THROUGH 20, inclusive,

22 Cross-Defendants

23 WHEREAS, plaintiffs commenced this action by filing a complaint on March 17, 2014,  
24 alleging an action under the Federal Tort Claims Act;

25 WHEREAS, on May 26, 2015, defendant United States of America made an Offer of  
26 Judgment in this matter pursuant to Rule 68 of the Federal Rules of Civil Procedure  
27 (Exhibit A attached hereto); and

28 WHEREAS, on May 28, 2015, plaintiffs accepted defendant United States of America's  
offer (Exhibit B, attached hereto);

1 NOW, THEREFORE, IT IS HEREBY ORDERED THAT:

2 1. The United States of America shall pay plaintiffs Lynn Shuler, Michael Shuler and  
3 Dreamweaver Andalusians, LLC the sum of Fifty Thousand Dollars (\$50,000), pursuant to  
4 the Rule 68 offer of judgment. This to include all costs, attorney's fees and all outstanding  
5 liens incurred to the date hereof in this matter.

6 2. This judgment shall be in full satisfaction of all federal and state claims or rights that  
7 plaintiffs Lynn Shuler, Michael Shuler and Dreamweaver Andalusians, LLC may have to  
8 damages, or any other form of relief arising out of the alleged acts or omissions of  
9 defendant United States of America, or any official or employee, either past or present, of  
10 the United States of America, including the Natural Resource Conservation Service.

11 3. The offer of judgment was made for the purposes specified in Rule 68 of the Federal  
12 Rules of Civil Procedure, and is not to be construed as liability by defendant United States  
13 of America, or any official, employee, representative, or agent of the United States of  
14 America, past or present, or the Natural Resource Conservation Service, or any another  
15 entity of the United States of America, nor is it an admission that plaintiffs Lynn Shuler,  
16 Michael Shuler and Dreamweaver Andalusians, LLC suffered any damages.

17 4. Acceptance of the offer of judgment has acted to release and discharge defendant  
18 United States of America, their successors and assigns, and all past and present officials,  
19 employees, representatives and agents of United States of America, from any claims that  
20 were or could have been alleged by plaintiffs Lynn Shuler, Michael Shuler and  
21 Dreamweaver Andalusians, LLC in this action. Acceptance of the offer of judgment has  
22 waived plaintiffs' right to any claim for interest on the amount of judgment.

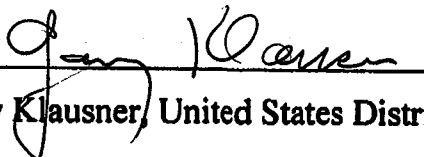
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24 **IT IS SO ORDERED**

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26 DATED: JUN 16 2015

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R. Gary Klausner, United States District Court Judge

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