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8 *Attorneys for Plaintiff People of the State of  
California ex rel. State Air Resources Board*

*Exempt from Filing Fees  
Pursuant to Gov. Code, §6103*

9  
10 SUPERIOR COURT OF THE STATE OF CALIFORNIA  
11 COUNTY OF SACRAMENTO

12  
13 **PEOPLE OF THE STATE OF  
CALIFORNIA EX REL. STATE AIR  
14 RESOURCES BOARD,**

15 Plaintiffs,

16 v.

17 **SOLO MOTO, LLC,  
dba SOLO MOTO PARTS,  
18 dba BUSTER'S DIRT SHOP,  
DANIEL RELICH,  
19 AND DOES 1-100,**

20 Defendants  
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Case No. 34-2020-00281166

**STIPULATION FOR ENTRY OF  
JUDGMENT**

Action Filed: June 22, 2020  
Trial Date: None set.

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**STIPULATION FOR ENTRY OF JUDGMENT**

Plaintiffs People of the State of California ex rel. State Air Resources Board (CARB) brought this action against Defendants Solo Moto, LLC dba Solo Moto Parts and Buster’s Dirt Shop, and Daniel Relich, (“Defendants”), for violations of Vehicle Code sections 27156 and 38391 and California Code of Regulations, title 13, sections 2220, et seq. and 2470 et seq. CARB alleged that Defendants violated the law by advertising, selling, offering to sell, and/or advertising parts or devices that alter or modify the original design or performance of required motor vehicle pollution control devices or systems on California vehicles that have not been exempted by CARB from Vehicle Code section 27156 or 38391.

Following arm’s length negotiations between the parties and their respective counsel, the parties have reached and entered into a settlement agreement by way of this Stipulation for Entry of Judgment in a good faith effort to avoid the uncertainty and expense of protracted litigation.

By entering into this Stipulation, Defendants do not admit any of the matters alleged in the Complaint on this matter; nor does CARB admit that the claims it has alleged are without merit or that there exists any viable defense to those claims. CARB believes that this settlement is in the best interests of the People of the State of California.

THEREFORE, Plaintiffs and Defendants stipulate to entry of judgment in this matter in the form attached as Exhibit A and as follows:

1. This Court has jurisdiction over the parties and subject matter of this action.
2. Within 20 days of entry of judgment, Defendants shall pay a civil penalty of \$2,876,000 to the California Air Resources Board (CARB), as a joint and several liability.
3. Payment shall be made by certified or cashier’s check to the California Air Resources Board, delivered to California Air Resources Board, Accounting Office, P.O. Box 1436, Sacramento, CA 95812-1436, along with the attached Payment Transmittal Form (Exhibit B), or by wire transfer according to the instructions on the Payment Transmittal Form, and with a photocopy of all payments to the Office of the Attorney

1 General, 1300 I Street, 15<sup>th</sup> Floor, Sacramento, CA 95814, attn. Deputy Attorney  
2 General Russell B. Hildreth.

3 4. Defendants, and each of them, are permanently enjoined from violating Vehicle Code  
4 sections 27156 and 38391, and California Code of Regulations, title 13, sections  
5 2220, et seq. and 2470 et seq., and from engaging in or performing, directly or  
6 indirectly, any and all of the following acts:

- 7 a. Offering for sale, advertising, or representing as an approved or exempted  
8 device in California any motor vehicle pollution control device or system that  
9 has not been approved or exempted by CARB.
- 10 b. Offering for sale, advertising, or representing as an approved or exempted  
11 device in California any motor vehicle pollution control device or system that  
12 alters or modifies the original design or performance of the motor vehicle  
13 pollution control system unless that device or system has first been exempted by  
14 CARB.
- 15 c. Offering for sale, advertising, or representing as an approved or exempted  
16 device in California any motor vehicle exhaust system, or part thereof, in  
17 California unless that system or part has first been exempted by CARB.
- 18 d. Offering for sale, advertising, or representing as an approved or exempted  
19 device in California through any agent any aftermarket part for use on a motor  
20 vehicle unless that part has first been exempted by CARB.
- 21 e. Selling any motor vehicle pollution control device or system that has not first  
22 been exempted by CARB, directly or indirectly through any person, whether  
23 such person is a dealer, distributor, reseller, affiliate, contractor, or otherwise, to  
24 any other person that reasonably may install such pollution control device or  
25 system on a vehicle registered in California.
- 26 f. Selling or installing, directly or indirectly through any person, whether such  
27 person is a dealer, distributor, reseller, affiliate, contractor or otherwise, to any  
28 other person that reasonably may install such pollution control device or system

1 on a vehicle registered in California, a part as a motor vehicle pollution control  
2 device or system or as an approved or exempted device or system, when in fact,  
3 such part is not a motor vehicle pollution control device or system or is not  
4 exempted by CARB.

5 g. Selling, directly or indirectly through any person, whether such person is a  
6 dealer, distributor, reseller, affiliate, contractor or otherwise, to any other person  
7 that reasonably may install such device or system on a vehicle registered in  
8 California, any device, apparatus, or mechanism that alters or modifies the  
9 original design or performance of a motor vehicle pollution control device or  
10 system unless such part, apparatus, or mechanism has first been exempted by  
11 CARB.

12 h. Selling, directly or indirectly through any person, whether such person is a  
13 dealer, distributor, reseller, affiliate, contractor or otherwise, to any other person  
14 that reasonably may install such device or system on a vehicle registered in  
15 California, any motor vehicle exhaust system, or part thereof, in California  
16 unless that system or part has first been exempted by CARB.

17 i. Selling, directly or indirectly through any person, whether such person is a  
18 dealer, distributor, reseller, affiliate, contractor or otherwise, to any other person  
19 that reasonably may install such device or system on a vehicle registered in  
20 California, any aftermarket part for use on a motor vehicle unless that part has  
21 first been exempted by CARB.

22 j. Advertising in California any device, apparatus, or mechanism which alters or  
23 modifies the original design or performance of any required motor vehicle  
24 pollution control device or system and not exempted from Vehicle Code section  
25 27156 or 38391, as applicable, unless each advertisement contains a  
26 conspicuous disclaimer. The disclaimer shall be one of the following:

- 27 i. "NOT LEGAL FOR SALE OR USE IN CALIFORNIA. THE  
28 MANUFACTURE, SALE, OFFER FOR SALE, OR INSTALLATION

1 OF THIS PRODUCT MAY ALSO BE ILLEGAL NATIONWIDE  
2 UNDER THE FEDERAL CLEAN AIR ACT (42 U.S.C. § 7522(A)(3)).”

3 ii. “NOT LEGAL FOR SALE OR USE IN CALIFORNIA ON ANY  
4 POLLUTION CONTROLLED MOTOR VEHICLE. THE  
5 MANUFACTURE, SALE, OFFER FOR SALE, OR INSTALLATION  
6 OF THIS PRODUCT MAY ALSO BE ILLEGAL NATIONWIDE  
7 UNDER THE FEDERAL CLEAN AIR ACT (42 U.S.C. § 7522(A)(3)).”

8 iii. “LEGAL IN CALIFORNIA ONLY FOR RACING VEHICLES WHICH  
9 MAY NEVER BE USED, OR REGISTERED OR LICENSED FOR  
10 USE, UPON A HIGHWAY. THE MANUFACTURE, SALE, OFFER  
11 FOR SALE, OR INSTALLATION OF THIS PRODUCT MAY ALSO  
12 BE ILLEGAL NATIONWIDE UNDER THE FEDERAL CLEAN AIR  
13 ACT (42 U.S.C. § 7522(A)(3)).”

14 iv. “FOR CLOSED COURSE COMPETITION USE ONLY. NOT  
15 INTENDED FOR STREET USE. THE MANUFACTURE, SALE,  
16 OFFER FOR SALE, OR INSTALLATION OF THIS PRODUCT MAY  
17 ALSO BE ILLEGAL NATIONWIDE UNDER THE FEDERAL  
18 CLEAN AIR ACT (42 U.S.C. § 7522(A)(3)).”

19 v. The disclaimer shall be in a minimum font size 10, and shall appear on  
20 each page on which any non-exempt part appears.

21 k. Pursuant to Vehicle Code section 40150, Defendants shall produce proof that  
22 their violations have been corrected.

23 5. If Defendants, individually or collectively, violate any of the injunctive relief  
24 provisions set forth in Paragraph 4, above, Plaintiff shall have Judgment against  
25 Defendants in the amount of \$1,500 per sale, offer for sale, or installation and  
26 \$37,500 per part advertised for each day each part is offered for sale beginning from  
27 the date any advertisement was first published on any medium, including but not  
28 limited to a website identifying the part for sale.

- 1           6.    No provision of the injunction set forth above shall bar Plaintiffs from seeking other  
2           judicial remedies (including, but not limited to, injunctive relief) as to future  
3           violations.
- 4           7.    In lieu of Paragraph 2, above, if Defendants make timely payment of \$40,000 to  
5           CARB (\$10,000 upon signing of this Stipulation and \$10,000 per year, due on the  
6           anniversary of the date of entry of judgment), CARB shall provide to defendants a  
7           signed Acknowledgment of Satisfaction of Judgment as to Paragraph 2 of the  
8           Judgment, within 30 days of the final payment.
- 9           8.    The Court shall retain jurisdiction over all parties to enforce the terms of this  
10          Stipulation.
- 11          9.    Each party shall bear its own costs and attorneys' fees incurred in this matter.
- 12          10.   Scope of Stipulated Judgment. This Stipulation is made and entered into by and on  
13          behalf of the People of the State of California ex rel. California Air Resources Board  
14          only. Except as expressly provided in this Stipulation, nothing in this Stipulation is  
15          intended or shall be construed to preclude the Attorney General from exercising his or  
16          her authority as an independent Constitutional officer under any law, statute, or  
17          regulation. Except as expressly provided in this Stipulation, nothing in this  
18          Stipulation is intended or shall be construed to preclude any state, local, or federal  
19          agency, board, department, office, commission, or entity from exercising its authority  
20          under any law, statute, regulation, or ordinance.
- 21          11.   No Admission of Liability. This Stipulation is the result of a compromise and shall  
22          not in any way be construed as an admission of liability, fault, or responsibility by  
23          any of the parties as to any claims or contentions.
- 24          12.   Interpretation. This Stipulation shall be deemed to have been drafted equally by the  
25          parties and shall not be interpreted for or against either party on the ground that any  
26          such party drafted it. This Stipulation shall be governed, interpreted, and construed in  
27          accordance with the laws of the State of California.
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- 1 13. Integration. This Stipulation contains all of the terms and conditions agreed upon by  
2 the parties and supersedes any and all prior and contemporaneous agreements,  
3 negotiations, correspondence, understandings, and communications of the parties,  
4 whether oral or written, respecting the matters covered by this Stipulation. This  
5 Stipulation may be amended or modified only by a writing signed by the parties or  
6 their representatives and then by order of the Court.
- 7 14. Knowing, Voluntary Agreement. Each party to this Stipulation acknowledges that it  
8 has been represented by legal counsel, and that each party has reviewed, and has had  
9 the benefit of legal counsel's advice, concerning all of the terms and conditions of  
10 this Stipulation.
- 11 15. Authority to Execute. Each party to this Stipulation represents and warrants that the  
12 person who has signed this Stipulation on its behalf is duly authorized to enter into  
13 this Stipulation, and to bind that party to the terms and conditions of this Stipulation.
- 14 16. Advice of Counsel. Each party to this Stipulation has reviewed the Stipulation  
15 independently, has had the opportunity to consult competent counsel, is fully  
16 informed of the terms and effect of this Stipulation, and has not relied in any way on  
17 any inducement, representation, or advice of any other party in deciding to enter into  
18 this Stipulation.
- 19 17. Notices. Notwithstanding any other provision, notices required by this Stipulation  
20 shall be sent to the following:
- 21 a. CARB, Attn: Diane Kiyota, Senior Attorney, 1001 I Street, PO Box 2815,  
22 Sacramento, CA 95812; [diane.kiyota@arb.ca.gov](mailto:diane.kiyota@arb.ca.gov)
- 23 b. CARB, Attn: Allen Pham, Engine and Parts Enforcement, 9480 Telstar  
24 Avenue, Suite 4, El Monte, CA 91731; [allen.pham@arb.ca.gov](mailto:allen.pham@arb.ca.gov)
- 25 c. Attorney General's Office, Attn: Russell B. Hildreth, Deputy Attorney General,  
26 1300 I Street, 15<sup>th</sup> Floor, Sacramento, CA 95814; [russell.hildreth@doj.ca.gov](mailto:russell.hildreth@doj.ca.gov)
- 27 d. Seth Weinstein, Law Offices of Seth Weinstein, P.C., 15260 Ventura Blvd.,  
28 Suite 1200, Sherman Oaks, CA 91403; [sweinsteinlaw@gmail.com](mailto:sweinsteinlaw@gmail.com)

- 1 e. Any party may change the individual or address for purpose of notice to that  
2 party by written notice specifying the new individual or address.
- 3 18. Counterparts. This Stipulation may be executed by the parties in counterpart  
4 originals with the same force and effect as if fully and simultaneously executed as a  
5 single, original document.
- 6 19. Effective Date. The effective date of this Stipulation is the date that judgment is  
7 entered by the Superior Court based on this Stipulation.
- 8 20. No Third Party Benefits. This Stipulation is made for the sole benefit of the parties  
9 and no other person or entity shall have any rights or remedies under or by reason of  
10 this Stipulation, unless otherwise expressly provided for in this Stipulation.
- 11 21. The payment in paragraph 2, above, is made pursuant to the provisions of Health and  
12 Safety Code section 43008.6 and/or 43016. Therefore, it is agreed that the payments  
13 are non-dischargeable under 11 U.S.C. § 523(a)(7), which provides an exception from  
14 discharge for any debt to the extent such debt is for a fine, penalty, or forfeiture payable  
15 to and for the benefit of a governmental unit, and is not compensation for actual  
16 pecuniary loss, other than certain types of tax penalties.
- 17 22. Computation of Time. If the last day for the performance of any act provided or  
18 required by the Judgment falls on a weekend or holiday, then that period is extended to  
19 the next business day. "Holiday" means all holidays specified in Code of Civil  
20 Procedure section 135, and to the extent provided in Code of Civil Procedure section  
21 12b, all days that by terms of section 12b are required to be considered holidays.

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23 IT IS SO STIPULATED:

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26 DATED: 7/7/2020 /S/ [Daniel Relich]  
27 Solo Moto, LLC dba Solo Moto Parts  
28 and Buster's Dirt Shop



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DATED: 7/7/2020

/S/  
Daniel Relich

DATED: 7/23/2020

/S/  
Richard W. Corey  
Executive Officer  
California Air Resources Board

Approved as to form:

DATED: 7/7/2020

/S/  
Seth Weinstein (CA Bar No. 279625)  
Law Offices of Seth Weinstein, P.C.  
15260 Ventura Blvd #1200  
Sherman Oaks, CA 91403  
(818) 570-0836  
sweinsteinlaw@gmail.com

DATED: 7/24/2020

/S/  
Russell B. Hildreth  
Deputy Attorney General  
Counsel for People of the State of  
California ex rel. State Air Resources Board

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