

DANIEL C. CEDERBORG  
County Counsel – State Bar No. 124260  
KYLE R. ROBERSON  
Deputy County Counsel – State Bar No. 285735  
FRESNO COUNTY COUNSEL  
2220 Tulare Street, Suite 500  
Fresno, California 93721  
Telephone: (559) 600-3479  
Facsimile: (559) 600-3480  
Email: kroberson@fresnocountyca.gov

Attorneys for Plaintiffs  
COUNTY OF FRESNO and THE PEOPLE OF THE STATE OF CALIFORNIA

**SUPERIOR COURT OF CALIFORNIA,  
COUNTY OF FRESNO, CIVIL DIVISION**

COUNTY OF FRESNO; and  
THE PEOPLE OF THE STATE OF  
CALIFORNIA, by and through the  
COUNTY OF FRESNO

Plaintiffs,

v.

FRED ADAMS; CLIFFTON ADAMS, JR.;  
MARQUIS DESHAY; NINA MILLER  
DESHAY; JAMES BROOKS; SAM  
WHITE; MERCEDES WHITE; LEONTE  
ALBERTY; RIVERDALE IRRIGATION  
DISTRICT; and DOES 1 through 50  
inclusive,

Defendants.

Case No. 21CECG01116

**STIPULATION FOR ENTRY OF  
JUDGMENT AND ORDER THEREON  
(Code Civ. Proc. § 664.6)**

Judge for all Purposes:  
Honorable Kristi Culver Kapetan

Action filed: April 20, 2021

Plaintiffs COUNTY OF FRESNO (“County”) and THE PEOPLE OF THE STATE OF CALIFORNIA, by and through the COUNTY OF FRESNO (hereinafter collectively referred to as “Plaintiffs”); and defendants FRED ADAMS; CLIFFTON ADAMS, JR., MARQUIS DESHAY, NINA MILLER DESHAY, and JAMES BROOKS (hereinafter collectively referred to as “Defendants”), Plaintiffs and Defendants collectively referred as the “Parties,” hereby desire



1 and agree to resolve the above-caption matter through this stipulation for entry of judgment as  
2 follows,”:

### 3 **RECITALS**

4 WHEREAS, Defendants own, possess, control, and maintain certain real property located at  
5 and commonly known as 20526 South Garfield Avenue, Riverdale, California 93656, further  
6 identified as Assessor’s Parcel Numbers (APN) 053-120-54 and 053-120-55S, located within the  
7 unincorporated area of Fresno County (hereinafter the “Property”). The Property is legally  
8 described as follows:

9 The North 1/2 of the of Lot 10, in Section 20, Township 17 South, Range 19 East,  
10 Mount Diablo Base and Meridian, according to the map of Summit Lake  
11 Investment Co. Subdivision No. 2, in the County of Fresno, State of California,  
recorded in Book 4, Page 6, Record of Surveys, Fresno County Records.

12 Excepting therefrom 1/2 of all oil, gas, minerals, or other hydro-carbons which may  
13 be found on the surface or under the surface as reserved in deed recorded 8/13/1959  
in Book 4260, Page 322, Fresno County records.

14 Excepting therefrom 1/2 of all oil, minerals or other hydro-carbons which may be  
15 found on the surface or under the surface as reserved in deed recorded 7/26/1979  
16 in Book 7336, Page 585, Fresno County Records.

17 WHEREAS, the Property is a 20-acre parcel and is zoned AE-20 (Exclusive Agricultural  
18 District – a 20 acreage minimum). A parcel with the “AE” District designation is intended to be  
19 exclusively used for agriculture and for those uses which are necessary and an integral part of the  
20 agricultural operation. The “AE” District designation is intended to protect the general welfare of  
21 the agricultural community from encroachment of non-related agricultural uses which by their  
22 nature would be injurious to the physical and economic well-being of the agricultural district.

23 WHEREAS, beginning in 2018, the Property was used for illegal dumping of trash, junk,  
24 green waste, debris, and tires and the burning of this trash, junk, and other solid waste. The  
25 Property also attracted a number of unhoused individuals who placed recreational vehicles, mobile  
26 homes, travel trailers and temporary structures on the Property to be used as living quarters. The  
27 Property was unlawfully occupied by these unknown individuals who operated an unpermitted  
28 junk yard and illegal waste disposal site on the Property.



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2 WHEREAS, on April 20, 2021, Plaintiffs filed the above-entitled action alleging violations  
3 of the Zoning Division of the County of Fresno, Ordinance Code of Fresno County Ordinance  
4 Code and public nuisance against Defendants to seek injunctive relief to abate an excessive amount  
5 of trash and debris on the Property.

6 WHEREAS, service of summons was completed on all Defendants, and Defendants filed  
7 answers in this action. Therefore, this Court obtained personal jurisdiction over Defendants.

8 WHEREAS, on June 23, 2021, Plaintiffs requested, and the court entered the dismissals  
9 without prejudice of defendants Mercedes White and Riverdale Irrigation District.

10 WHEREAS, on August 24, 2021, default was entered against defendants Leonte Alberty and  
11 Sam White.

12 WHEREAS, in April 2022, the County contacted the California Environmental Protection  
13 Agency ("CalEPA") and the California Department of Resources Recycling and Recovery  
14 ("CalRecycle") for resources and assistance to abate the substantial amount of trash and debris on  
15 the Property.

16 WHEREAS, on or about October 11, 2022, CalRecycle committed to assist the County to  
17 clean up the illegal waste disposal site at the Property through CalRecycle's illegal disposal site  
18 abatement program.

19 WHEREAS, on December 12, 2022, CalRecycle, through its contractor, began the cleanup  
20 work to abate the trash and debris on the Property and abate the illegal dump site.

21 WHEREAS, on or about February 9, 2023, CalRecycle completed the cleanup work and  
22 abated the trash and debris on the Property.

23 WHEREAS, the Defendants, through their counsel of record, cooperated with the County  
24 and CalRecycle to enable CalRecycle to abate the trash and debris on the Property.

25 WHEREAS, the Complaint seeks to abate violations of Zoning Division of the County of  
26 Fresno and Ordinance Code of Fresno County Ordinance Code for the accumulation of trash, junk,  
27 green waste, debris, and tires and the burning of this trash, junk, and other solid waste on the  
28 Property.



1 WHEREAS, among the relief prayed for in the Complaint, Plaintiffs seek a prohibitory  
2 permanent injunction to enjoin and restrain Defendants from accumulating, storing, collecting  
3 and/or maintaining trash, debris, rubbish, and waste materials on the Property.

4 WHEREAS, Plaintiffs require assurances that the Defendants will not allow illegal dumping  
5 or the accumulation of waste and debris on the Property after the expenditure of significant public  
6 resources to clean up the Property.

7 WHEREAS, to avoid further litigation, the Parties enter into this stipulation for judgment for  
8 Plaintiffs and issuance of a permanent injunction.

9 **STIPULATION**

10 It is agreed by and between Plaintiffs and Defendants as to the following:

- 11 1. The recitals above are incorporated into this stipulation by this reference.
- 12 2. Defendants own, control, and are in possession of the Property.
- 13 3. Defendants admit receipt of service of the Summons and Complaint, and Defendants  
14 submit to the jurisdiction of this Court in this above-captioned action.
- 15 4. Plaintiffs and Defendants agree to have judgment entered as follows:
  - 16 A. Defendants shall be permanently enjoined, restrained and prohibited from  
17 accumulating, storing, collecting, and/or maintaining trash, debris, rubbish, and  
18 waste materials on the Property, except within designated waste receptacles and  
19 bins;
  - 20 B. The County is authorized to enter and inspect the Property with at least 24-hours'  
21 notice by telephone, email or in-person notification to Defendants, with these  
22 inspections limited to occur between the hours of 8:00 am and 6:00 pm and only on  
23 Mondays through Fridays, without a warrant or further orders from this Court to  
24 monitor compliance with the terms of this stipulated judgment for a period of three  
25 hundred sixty-five (365) calendar days from service of the Notice of Entry of  
26 Judgment;
  - 27 C. Defendants agree that if trash, debris, rubbish, and waste materials are found and  
28 remain on the Property and after fifteen (15) days written notice from the County



1 to remove the trash, debris, rubbish, and waste materials, the County may enter the  
2 Property abate the trash, debris, rubbish, and waste materials that remain on the  
3 Property.

4 D. In event the County must enter the Property and abate any trash, debris, rubbish,  
5 and waste materials from the Property, Defendants agree to be financial responsible  
6 for any cleanup and abatement costs the County may incur in the removal of any  
7 trash, debris, rubbish, and waste material from the Property.

8 E. Each Defendant individually agrees to a monetary award in the amount of one  
9 thousand dollars (\$1,000) to be paid to Plaintiffs with and payable to the County of  
10 Fresno within ninety (90) days of from service of the Notice of Entry of Judgment.  
11 The settlement drafts are to be delivered to the Office of Fresno County Counsel,  
12 c/o Kyle R. Roberson, 2220 Tulare Street, Suite 500, Fresno, California 93721;

13 F. Except as expressly provided in this Stipulated Judgment, each party to this  
14 Stipulation agrees to bear its own attorney's fees and costs incurred in this matter;

15 G. Upon entry of this Stipulated Judgment, the County shall record a Notice of  
16 Withdrawal of Lis Pendens.

17 5. The Court shall retain jurisdiction over this matter for the purposes of enforcing this  
18 Stipulated Judgment and issuing any further orders as necessary, and the entry of orders for the  
19 County and against the Defendants for all costs incurred by the County in abating the illegal  
20 conditions.

21 6. The parties to this Stipulation expressly warrant and represent that each is legally  
22 authorized to act on behalf of the respective parties herein and have full rights to obligate and bind  
23 the parties to the terms of the conditions of this Stipulation pursuant to Code of Civil Procedure  
24 section 664.6.

25 7. The parties agree that the Stipulation may be executed in counterparts, each of which  
26 shall be deemed an original instrument, and all when taken together, shall constitute the Stipulation  
27 for Entry of Judgment.

28 [Signatures on Next Page]



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IT IS SO STIPULATED.

FOR PLAINTIFFS

Dated: 3 -11-2025

COUNTY OF FRESNO AND  
THE PEOPLE OF THE STATE OF CALIFORNIA

By:   
ERNEST BUDDY MENDES, Chairman of the  
Board of Supervisors of the County of Fresno


ATTEST:  
BERNICE E. SEIDEL  
Clerk of the Board of Supervisors  
County of Fresno, State of California

By:  Deputy

APPROVED AS TO FORM:

Dated: February 19, 2025

DANIEL C. CEDERBORG  
County Counsel

By:   
KYLE R. ROBERSON, Senior Deputy  
Attorneys for Plaintiffs,  
COUNTY OF FRESNO and  
PEOPLE OF THE STATE OF CALIFORNIA

FOR DEFENDANTS

Dated: \_\_\_\_\_

By \_\_\_\_\_  
FRED ADAMS, an Individual

Dated: \_\_\_\_\_

By \_\_\_\_\_  
CLIFFTON ADAMS, JR., an Individual



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IT IS SO STIPULATED.

FOR PLAINTIFFS

Dated: \_\_\_\_\_

COUNTY OF FRESNO AND  
THE PEOPLE OF THE STATE OF CALIFORNIA

By: \_\_\_\_\_  
ERNEST BUDDY MENDES, Chairman of the  
Board of Supervisors of the County of Fresno

APPROVED AS TO FORM:

Dated: \_\_\_\_\_

DANIEL C. CEDERBORG  
County Counsel

By: \_\_\_\_\_  
KYLE R. ROBERSON, Senior Deputy  
Attorneys for Plaintiffs,  
COUNTY OF FRESNO and  
PEOPLE OF THE STATE OF CALIFORNIA

FOR DEFENDANTS

Dated: 1-28-2025

By: Fred Adams  
FRED ADAMS, an Individual

Dated: 1-27-2025

By: Cliff Adams Jr.  
CLIFFTON ADAMS, JR., an Individual



1 Dated: \_\_\_\_\_

By \_\_\_\_\_  
MARQUIS DESHAY, an Individual2  
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4 Dated: \_\_\_\_\_By \_\_\_\_\_  
NINA MILLER DESHAY., an Individual5  
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8 Dated: 11/22/2024By James D. Brooks  
JAMES BROOKS, an Individual  
Pro Se Defendant9  
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12 APPROVED AS TO FORM:13  
14 Date: \_\_\_\_\_

LAW OFFICES OF RANDOLF KREBHEKCK

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17 By: \_\_\_\_\_  
RANDOLF KREBHEK  
Attorney for Defendants  
FRED ADAMS, CLIFFTON ADAMS, JR.,  
and NINA MILLER DESHAY18  
19  
20  
21 Date: \_\_\_\_\_

PAUL C. FRANCO, ATTORNEY AT LAW

22  
23  
24 By: \_\_\_\_\_  
PAUL C. FRANCO  
Attorney for Defendant  
MARQUIS DESHAY25  
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27 [Proposed Order on Next Page]

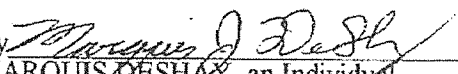


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Dated: \_\_\_\_\_

By \_\_\_\_\_  
CLIFFTON ADAMS, JR., an Individual

Dated: 9-16-2024

By   
MARQUIS DESHAY, an Individual

Dated: \_\_\_\_\_

By \_\_\_\_\_  
NINA MILLER DESHAY., an Individual

Dated: \_\_\_\_\_

By \_\_\_\_\_  
JAMES BROOKS, an Individual

APPROVED AS TO FORM:


Date: \_\_\_\_\_

LAW OFFICES OF RANDOLF KREBECK

By: \_\_\_\_\_  
RANDOLF KRBECK  
Attorney for Defendants  
FRED ADAMS, CLIFFTON ADAMS, JR.,  
and NINA MILLER DESHAY

Date: 9/17/24

PAUL C. FRANCO, ATTORNEY AT LAW

By:   
PAUL C. FRANCO  
Attorney for Defendant  
MARQUIS DESHAY



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Dated: \_\_\_\_\_

By \_\_\_\_\_  
MARQUIS DESHAY, an Individual

Dated: \_\_\_\_\_

By \_\_\_\_\_  
NINA MILLER DESHAY., an Individual


Dated: \_\_\_\_\_

By \_\_\_\_\_  
JAMES BROOKS, an Individual  
Pro Se Defendant

APPROVED AS TO FORM:

Date: Feb. 3, 2025

LAW OFFICES OF RANDOLF KREBHEKCK

By:   
RANDOLF KRBECHK  
Attorney for Defendants  
FRED ADAMS, CLIFFTON ADAMS, JR.,  
and NINA MILLER DESHAY

Date: \_\_\_\_\_

PAUL C. FRANCO, ATTORNEY AT LAW

By: \_\_\_\_\_  
PAUL C. FRANCO  
Attorney for Defendant  
MARQUIS DESHAY

[Proposed Order on Next Page]



1 **ORDER**

2 The Court, having read and considered the foregoing Stipulation between the parties,  
3 and good cause appearing thereof,

4 **HEREBY ORDERS JUDGEMENT TO BE ENTERED ON THE FOLLOWING TERMS:**

5 1. Defendants FRED ADAMS, CLIFFTON ADAMS, JR., MARQUIS DESHAY, and  
6 JAMES BROOKS shall be permanently enjoined, restrained, and prohibited from  
7 accumulating, storing, collecting and/or maintaining trash, debris, rubbish, and waste materials  
8 on the Property.

9 2. The County is authorized to enter the Property with at least 24-hours' notice by either  
10 telephone, email or in-person notification to Defendants, with these inspections limited to  
11 occur between the hours of 8:00 am and 6:00 pm and only on Mondays through Fridays,  
12 without a warrant or further orders from this Court to monitor compliance with terms of this  
13 stipulated judgment for a period of three hundred sixty-five (365) calendar days from service  
14 of the Notice of Entry of Judgment.

15 3. The County will provide at least fifteen 15 days written notice to Defendants to demand  
16 removal of trash, debris, rubbish, and waste materials on the Property.

17 4. In the event Defendants fail to timely abate any remaining trash after written notice from  
18 the County, debris, rubbish, and waste materials, the County is authorized to enter the Property  
19 and take all necessary actions to fully abate the trash, debris, rubbish, and waste materials on  
20 the Property.

21 5. Defendants FRED ADAMS, CLIFFTON ADAMS, JR., MARQUIS DESHAY, and  
22 JAMES BROOKS shall each be financially responsible for any cleanup and abatement costs  
23 the County may incur in the removal of any trash, debris, rubbish, and waste material from the  
24 Property, and the Court may enter orders in the County's favor and against Defendants to  
25 reimburse the County for any costs of abatement and removal of trash, debris, rubbish, and  
26 waste materials from the Property.

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6. Defendants FRED ADAMS, CLIFFTON ADAMS, JR., MARQUIS DESHAY, and JAMES BROOKS to each individually pay a monetary award to Plaintiff COUNTY OF FRESNO in the amount of One Thousand Dollars (\$1,000.00) within ninety (90) days of service of the Notice of Entry of Judgment. Settlement drafts to be made payable to County of Fresno, and to be delivered to the Office of Fresno County Counsel, c/o Kyle R. Roberson, 2220 Tulare Street, Suite 500, Fresno, California 93721.
7. Each party to this Stipulated Judgment agrees to bear its own attorney’s fees and costs incurred in this matter.
8. Upon entry of this Stipulated Judgment, the County shall record a Notice of Withdrawal of Lis Pendens.
9. The Court shall retain jurisdiction over this matter for the purposes of enforcing this Stipulated Judgment and issuing any further orders for abatement costs for the County and against the Defendants for all costs incurred by the County in abating any trash, debris, rubbish, and waste materials on the Property.
10. The Parties expressly warrant and represent that each is legally authorized to act on behalf of the respective parties herein and have full rights to obligate and bind the parties to the terms of the conditions of this Stipulated Judgment, pursuant to Code of Civil Procedure section 664.6.

Date: \_\_\_\_\_

\_\_\_\_\_  
JUDGE OF THE SUPERIOR COURT