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Case #2012-6-FL-009065
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8 **IN THE SUPERIOR COURT OF THE STATE OF CALIFORNIA**
9 **IN AND FOR THE COUNTY OF SANTA CLARA**

<p>10 ROBERT BASSI,</p> <p>11 Petitioner,</p> <p>12 v.</p> <p>13 SUSAN BASSI,</p> <p>14 Respondent.</p>	<p>CASE NO. 2012-6-FL-009065</p> <p>[Dept. 79, Hon. Andrea Flint, Judge Presiding]</p> <p>DECLARATIONS OF RESPONDENT SUSAN BASSI AND HER RICO CASE (18 U.S.C. §1961) COUNSEL PATRICK J. EVANS IN IN SUPPORT OF RESPONDENT SUSAN BASSI'S SPECIAL MOTICE TO STRIKE [Code of Civil Procedure, §425.16] PETITIONER'S REQUEST FOR DOMESTIC VIOLENCE RESTRAINING ORDER (Family Code §6200 et seq.)</p> <p>(Motion Notice, Memorandum and Evidentiary Objections filed concurrently)</p> <p>[Ex Parte & DVRO Hearing Date: Oct. 5, 2021 Ex Parte & DVRO Hearing Time: 10:30 a.m.]</p>
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15 **TO THE HONORABLE COURT AND PETITION THROUGH HIS COUNSEL:**

16 Respondent SUSAN BASSI provides her Declaration and that of her counsel in support of her
17 Special Motion to Strike Petitioner's Request for Domestic Violence Restraining Order ("DVRO").

18 Respectfully Submitted,

19 DATED: Oct. 4, 2021

LAW OFFICES OF PATRICK J. EVANS



20 By: _____
21 PATRICK J. EVANS
22 Attorney for Respondent SUSAN BASSI

California Judicial Branch News Service - cjbrns.org
Socioeconomic Justice Institute - socioeconomicinstitute.com

1
2 **DECLARATION OF RESPONDENT SUSAN BASSI**

3 Susan Bassi declares:

4 1. I am the Respondent in this action, over the age of 18 years, and I declare in support of
5 my Special Motion to Strike (“SLAPP”) Petitioner’s Request for Domestic Violence Restraining
6 Order against Respondent (“DVRO”).

7 2. I make this declaration of my own personal knowledge of the facts herein, as to which,
8 if called upon, I could so testify under oath. I also declare facts on information and belief, where I am
9 informed and believe the facts I declare are true.

10 3. Robert and I formed two seed multiplication businesses (California Seed Inc. and
11 Calif. Seed Production Inc.). We invested in and managed other seed operations. Our seed
12 multiplication business historically produced seed for companies that owned patents on seed. We
13 multiplied their patented seed into sellable inventory. Our clients typically paid \$20,000 a year for our
14 services. In 2009 Robert asked me to introduce him to farmers whom he claimed would have a need
15 for producing public varieties, where no patent would restrict them from doing business.

16 4. In the seed businesses I was charged with bringing in clients, which I mostly did based
17 on my work in the industry and as a consultant for the USDA’s National Organic Program, where I
18 consulted on all things related to organic seed and agriculture. Robert pushed me out around 2011.

19 5. In 2020, when I became convinced I could prove Robert had abused the businesses
20 and clients for his racket, I knew that the real issue in the divorce had been seed RICO. I saw the
21 wrongs Robert had inflicted on the industry that had supported us and our family for over 30 years.

22 6. Robert petitioned for divorce in 2012 but claimed a 2010 date of separation I asked
23 for financial information for our seed business. Robert scoffed and his attorney at the time, Richard
24 Roggia, said he would bankrupt the businesses, run off to Mexico and never pay me a dime in support
25 I was a fearful Robert had the ability and the backing from his brother, Steve Bassi , a top executive
26 for Tanimura & Antle, “ T&A” to make good on the threats.

27 7. Robert then changed lawyers to Brad Baugh, claimed I was a threat to the businesses,
28

1 a ridiculous notion since I had helped form and brought most of the clients to them. At a hearing on
2 Nov. 26, 2013 , Robert finagled and got the court to issue gag order that prevented me from speaking
3 to clients about the businesses. This made industry meetings usually impossible.

4 8. As the divorce dragged out nearly a decade , Robert and his attorneys were able to
5 completely shut me out from knowing about or investigating the businesses.

6 9. In 2014, I was able to see some books and records with data that Robert had never
7 revealed. The transactions I saw concerned me deeply, including when it appeared Robert was
8 paying his divorce related expenses and an unknown woman known as Margie Russo from our
9 businesses, while depriving me accesses to financials so I could see what he was doing. Add to that
10 the court gag that prevented me from investigating in other ways.

11 10. On May 2, 2014, Judge Grilli granted me access to the books and records that Robert
12 had refused to provide. That access included access to bookkeeper and CPAs.

13 11. Robert never complied with the order. As I was pro per, attorney Brad Baugh drafted
14 the order in a way that it became an order for records that Robert never produced.

15 12. Private Judge Nat Hales appointed April 8, 2014, held a hearing when my attorney
16 was out of town. Hales forced assistant lawyer Ms. Branot to appear although she knew nothing
17 about the issues. Nat Hales issued an order that barred me from reporting seed business information
18 to the regulatory and taxing authorities; I was “ordered” not to report Robert’s breach of “organic”
19 regulations and tax violations. The order was very prejudicial as it purported to prevent me from
20 investigating Robert’s racketeering and from asserting Innocent Spouse defense.

21 13. As Robert continued to conceal the records , we had several hearings before Judge
22 Grilli. Before the hearings and during recesses we talked with other divorcing couples.

23 14. What I believe was violation of local court rules, Robert’s attorney , Brad Baugh ,
24 would set hearings before Judge Grilli where he would represent multiple clients in hearings set for
25 the same day. This meant you had to wait around while attorney Baugh dealt with other clients he
26 was also billing. It seemed Baugh would charge each client for the session, thereby apparently
27 tripling the day’s fee billings.

28 15. Several occasions Baugh clients Evan Brooks, Oliver Garbe and Robert Bassi all had

1 appearances the same time of day. Because Mr. Garbe’s former wife and I were pro per, Judge Grilli
2 had a practice of setting us at the end of her calendar , which forced us to listen to Baugh in the
3 Brooks Divorce case.

4 16. Mr . Baugh and minor’s counsel Heather Allan made orders that prevented the
5 mothers from seeing their children. Mr. Garbe’s wife was ordered to not speak to her children in
6 Chinese. Eventually I saw that Mr. Baugh got Mr. Garbe’s wife sanctioned hundreds of thousands of
7 dollars that went to pay Mr. Baugh.

8 17. Ms. Brooks feverishly tried to get DVRO protection for her and her daughters; she
9 alleged that Mr. Brooks sexually molested the daughters, and she feared for them.

10 18. Judge Grilli denied Ms. Brooks the DVRO. She ordered Mrs. Brooks to pay fees and
11 sanctions to Baugh. I told Robert I believed Mrs. Brooks that Mr. Brooks molested the daughters.

12 19. During court recesses, Mr. Baugh would sit with his three clients outside in the hall
13 where they would laugh and mock the former spouses.

14 20. On September 9, 2014, Judge Grilli again ordered that, representing myself *pro se*, I
15 was to have access to the seed companies books and records a second time. “Private” judge Nat
16 Hales would oversee access. Some records were delivered, but not invoices, corporate formation and
17 other records, client emails or planting maps. Production was cleansed of seed RICO data.

18 21. On May 19, 2017, Judge Towery denied me all access; over-turning Judge Grilli’s
19 orders of three (3) years previously (in 2014) granting access. Judge Towery limited me to use of
20 QuickBooks ledger, which exclude anything and say nothing about Robert’s racketeering. Denied me
21 were the “double books” for seed RICO that I believe Ms. Russo maintains for the RICO enterprise.

22 22. By 2017, I had migrated from publishing and local journalism to investigative
23 reporting , where I have been a member of Investigative Reporters & Editors, Online News
24 Association, and Society of Professional Journalism ever since.

25 23. My associates and I report on police, the courts and local government. I separately
26 collaborate with reporters reporting on food safety, organic food, agriculture, and seed production.
27 Tanimura & Antle, (“T&A”) where Robert’s brother Steven is the executive for the Tanimura side,
28 has been a part of reporting on food industry threats (E. Coli), pesticides, seed piracy and “organic.”

1 24. In 2019, my associates and I obtained information and evidence that showed Brad
2 Baugh’s claims of being a veteran in Vietnam were false. This fact was heightened in its harm
3 because Merv Selvidge, who had been Robert’s mentor, was a Vietnam veteran. He told Robert and
4 me true stories about air missions where he risked his life. It was not necessary. I am informed and
5 believe that Robert and Brad Baugh tormented Merv because he had backed me up.

6 25. During the divorce Robert and Brad Baugh subpoenaed Merv to proceedings. They
7 drug Merv to court for testimony they did not need about a 2015 partnership, long after the divorce
8 had started. To me it was abuse by an attorney who had deceived the legal community for over 40
9 years with his Stolen Valor and false hero narratives.

10 26. While preparing the Seed RICO allegations, I filed complaints to the USDA, where I
11 had been active with the NOP (National Organic Program), and with the trade group concerned with
12 organic, CCOF. I also went to the Labor commissioner and law enforcement as I was concerned
13 about labor and immigration practices that Robert and his brother had repeatedly engage in which
14 appeared to me to violate federal and state laws. Pirated seed cannot yield an “organic” crop.

15 27. Most recently my accountant tried to address with the IRS taxes that arose over
16 Robert’s and his counsel selling our marital property but not escrowing and paying the federal tax.
17 When issues of the divorce were explained, the IRS asked for a copy of the July 1, 2021 RICO seed
18 draft complaint with Ms. Russo’s name as a target defendant , along with Steven Bassi, T&A, Robert
19 and several farmers and large Salinas Valley agricultural concerns.

20 28. I also filed complaints and made inquiries at Pacific Valley bank where I noted Steve
21 Bassi was still active based on social media posts that included his son and grandson. Mr. Fanoë , an
22 old Bassi ranch neighbor , was on the board and acting as president. It appeared to me that Steven
23 was leveraging bank contacts and “inside” information for advantage over competitors.

24 29. I alerted the bank to possible SEC violations, and I also complained to the SEC as I am
25 concerned that the illicit activities of Robert and his brother, will harm bank shareholders and
26 members of the public.

27 30. The weekend after my attorney circulated the RICO, my son called to say Robert, Ms.
28 Russo, and Steven had told him about the litigation. I had kept the children out of it.

1 31. My son reported shortly thereafter that he went to the hospital with heart problems. I
2 am deeply aware of the impact Bernie Madoff’s crimes had on his children, including one who
3 committed suicide. I hoped Robert would care more about his own children than our disputes and his
4 ongoing lucrative racket with his brother Steven Bassi. I was wrong.

5 32. Since and before seed RICO, Robert has been more closely aligned with his brother,
6 and more protective of Ms. Russo than his own children’s health and safety.

7 33. I had believed that T & A would want to resolve the disputes. T&A contacted and
8 threatened me during the divorce to the effect, as I saw it, that I better keep quiet about the seed RICO
9 and PRIMUS LABS, E. Coli, and other subjects.

10 34. T&A threatened me around the time that the industry had suffered an E. Coli outbreak.
11 T&A had sent Steven Bassi, its top executive, to the government proceedings investigating it. T&A
12 and other food companies were invited to constitute PRIMUS LABS, an industry “self-enforce” non-
13 profit that would work to ensure that growing and farming practices were safe and lawful.

14 35. Around the time of the 2006 E. Coli disaster, I saw Steven at the family Thanksgiving
15 get together. We talked about the E. Coli and PRIMUS LABS. Steven stated to me that “he would
16 not eat T&A packaged salad.” I was surprised and made note of the statement as it struck me that
17 Steven, as a T&A executive, was admitting that T&A product was substandard and dangerous.

18 36. In recent years there have been several Salinas Valley “salad bowl” E. Coli and other
19 contaminant breakouts. E. Coli killed consumers. The Salinas Valley industry constituents for a time
20 seemed powerless to stop E. Coli. That was one reason PRIMUS LABS started.

21 37. My position is that allowing T&A and Steven Bassi to run PRIMUS LABS is “wolf in
22 chicken coop.” I am informed and believe T&A cuts costs which leads to agricultural adulteration.

23 38. I had thought that Robert and Steven and T&A and other target defendants would be
24 interested to discuss my agricultural concerns. I thought there was chance of resolution.

25 39. I was not surprised to learn, on July 1, 2021, that attorney Mr. Martinez had written
26 back to my RICO attorney with retort “stupid,” and that he was refusing to accept RICO email,
27 apparently claiming he did not have to because the RICO case was not yet filed. I wanted to
28 communicate with Robert before filing the case. Mr. Martinez prevented it. I did not understand

1 why he said he was not Robert’s attorney for RICO, because he had told me that he was Robert’s
2 “business” lawyer. I became concerned Martinez would not forward the RICO complaint.

3 40. However, without breaching attorney client communication, I will state the obvious,
4 that Robert’s attorney Mr. Martinez was an obstacle. He barraged my attorney Bob Tennant with
5 constant email and correspondence laced with derogatory and demeaning comment, as one example:
6 Carlos Martinez to Bob Tennant, Friday, July 9, 2021, at 11:54:38 AM Pacific Daylight time:
7 “Code of Civil Procedure sections 12-12c tell you how to count days. You should read them. . . .
8 Please allow me to count to ten for you. I saw this on Sesame Street so I know how to do it. . . .”

9 41. I was not surprised that my attorney said Mr. Martinez would make it impossible to
10 keep the RICO disputes private, in the Bassi families, as I had wanted. Instead, it seemed certain that
11 Mr. Martinez would force placement of seed RICO complaint and correspondence with T&A in the
12 public record because Mr. Martinez was acting to inject the RICO matter into this family law case.

13 42. I tried to avoid Mr. Martinez forcing the seed RICO public, so I sent email to Robert
14 on July 1, 2021 (Robert Decl. pg. 1, ¶4)

15 43. Robert complains that the email was harassing and disturbed him. The point was to
16 prevent Mr. Martinez from forcing RICO into our family law case.

17 44. Mr. Martinez had Robert file for DVRO so now seed RICO is made public by my
18 Anti-SLAPP motion and declarations. I am pleased because the papers will function in my reporting
19 as “base” information showing what the RICO defendants are doing.

20 45. I am informed and understand that the lengthy “discussion” draft complaint (Counsel
21 Decl. ¶43) would not have been filed in federal court. A shorter, condensed complaint would have
22 been(and will be) filed.

23 46. Mr. Martinez has helped my seed RICO by making the lengthy and fact detailed draft
24 RICO complaint (July 1, 2021; Exh. “III” hereto) a public record. Documentation of the seed RICO
25 in this case, using the long version “draft” complaint, will prove useful in my reporting and
26 discussions about seed RICO.

27 47. In connection with my investigation and reporting on the seed racketeering, I have
28 inquired and communicated with numerous T&A former employees, customers, and others.

1 48. I have discerned, and am informed and believe, that T&A management has and
2 continues to work against me. T&A is under direction of Brian Antle, who just became head of the
3 company after, I am informed, and believe, being away for about six (6) years at college for a degree.

4 49. I am informed that Steven Bassi is the T&A executive that covers the Tanimura side. I
5 am informed that T&A in-house attorney Ms. Carmen Ponce has an ownership interest in T&A.
6 Since Steven speaks for Tanimura and is allied with Robert and the Antle family also appears to
7 participate in or know about the seed RICO, there is no one at T&A who will address seed RICO.

8 50. Around June this year I discovered that Margie Russo had two divorce cases that
9 looked highly irregular, one was pending during the Bassi Divorce. Robert apparently is “disturbed”
10 that I write him about Ms. Russo’s divorces. (Robert DVRO Decl. p. 2, ¶9-13) For our divorce I had
11 to become expert on divorce documents. As an investigative reporter, I “mine” divorce cases, which
12 have financial information. Ms. Russo’s divorce cases’ files provided information and leads to
13 discovery and corroborate Mr. Russo’s role as the seed RICO bookkeeper and participant in “private
14 judge” wrongdoing and breach of court rules and law.

15 51. I also discovered that Evan Brooks had been sued by his daughters for sexually
16 molesting them since they were in preschool. All the mocking and laughing Robert, his lawyer Brad
17 Baugh, and Evan Brooks had done back in 2014 had not staved off a separate lawsuit over the
18 wrongdoing they mocked and derided.

19 52. After Robert filed his DVRO his latest attorney, on or about July 8, 2021, Carlos
20 Martinez filed an OSC re contempt under the DVRO order that had not been served.

21 53. Attached to the documents in support of the request, were email showing that Mr.
22 Martinez had a custom and practice of blind copying in Ms. Russo on his communications with
23 Robert, despite the fact Ms. Russo is not a party to the DVRO request or the Bassi Divorce litigation.
24 Further, I discovered that Ms. Russo was a paralegal for private judge Michael Smith, in and around
25 the time the July 1, 2021 draft RICO named her as a target defendant.

26 54. While working for Smith Russo has used email account MargieRusso01@gmail.com ,
27 which she also reportedly used while working as a RICO bookkeeper for my businesses, and that Mr.
28 Martinez blind copied her on in connection to the DVRO , despite the fact that she is not a litigant in

1 the DVRO matter, or in the Bassi Divorce case.

2 55. The Bassi divorce has raged across Santa Clara County for nearly a decade. Robert has
3 paid his divorce lawyers and injected Ms. Russo into our farming businesses which was concealed
4 from me for nearly ten years in flagrant violation of all fiduciary duties Robert owed to me during
5 the divorce when he had exclusive use and control of those businesses.

6 56. I seek to recover my fair share of the seed businesses and other property. However,
7 Robert rejects any compromise, instead carrying on with Mr. Martinez “attorney hardball.”

8 57. Because of the July 4 holiday, and other things, I first learned of the DVRO in or about
9 July 15, 2021, when it was mentioned in court at a hearing on Mr. Tennant’s attorney fee application.

10 58. I understand Mr. Martinez says he “served” me by email to Mr. Tennant. I have no
11 record of when or if I received any such email. I ceased writing Robert in late July.

12 59. Mr. Martinez’s email was voluminous, and punctually insulting to the elderly Mr.
13 Tennant. (See, prior citation, Martinez 7/9/21 email to Tennant: “Please allow me to count to ten for
14 you. I saw this on Sesame Street so I know how to do it. . .”) Therefore, the elderly Mr. Tennant did
15 not always read Martinez email, and understandably dreading it, not right away, and his secretary
16 found it disturbing. As a result, sometimes the email would not be forwarded to me.

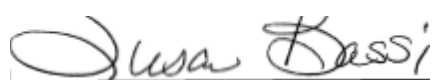
17 60. At the August 11, 2021 court hearing I agreed to accept service of the DVRO by mail.
18 I received it in the U.S. postal mail on or about August 16, 2021.

19 61. I will file the seed RICO federal complaint.

20 I declare on penalty of perjury under the laws of the State of California that the foregoing is
21 true and correct. Executed at San Jose, California.

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DATED: Oct. 4, 2021



SUSAN BASSI

1 and other proprietary hybrid and horticultural holders and owners with production of their seed
2 product.

3 9. Patent and plant proprietary rights holders would provide “stock seed” which the
4 Bassi grew or “multiplied” the seed which patent and rights owners would then sell to farmers.

5 10. Petitioner’s basic racketeering, committed with others, all as described and alleged in
6 the draft RICO complaint attached hereto as Exhibit “III”, is to convert and steal some quantity (20 -
7 100+ lbs.) stock seed, “multiply” it into seed for growing, which is sold to the farmers at a price less
8 than what the patent or hybrid owner would charge.

9 11. Essentially, the racketeering is manufacture and sale of counterfeit products, only
10 instead of Gucci handbag, the product, seed, is pirated and sold in the agricultural industry.

11 12. The wrongdoing violates various federal laws and cheats and deceives patent and other
12 proprietary rights holders, food distributors and wholesalers, and retail consumers.

13 13. Ultimately, the effect is to fool food consumers into thinking they are purchasing
14 “organic” produce when in fact, because it was grown with counterfeit seed and pirate produced
15 outside the USDA mandatory “organic” food chain of custody, it is not organic, and sometimes toxic,
16 as the phony “organic” can be subject to more pesticides and herbicides than conventional grown
17 agriculture. I am informed and believe, and thereon state and estimate, that there is probable cause to
18 believe that Mr. Bassi and his fellow racketeers have bilked consumers out of hundreds of millions of
19 dollars on the production and sale of phony “organic” packaged lettuce.

20 14. My role was confined to investigating probable cause for the above described and
21 related racketeering in the Central Valley, California agricultural industry, in particular lettuce seed,
22 to ascertain facts and basis for probable cause to file a civil lawsuit under the Racketeer Influenced
23 and Corrupt Organization (“RICO”) 18 U.S.C. §1961 et seq. However, the DVRO sparked the
24 Petitioner to file his DVRO. He admits “harassing” email for months before he filed the DVRO, and
25 he filed it after the seed RICO complaint.

26 15. There is overlap with this case, (the family law case *Bassi v. Bassi*) because there is
27 probable cause to believe that Mr. Bassi committed fraud on the court by misrepresenting and
28 undervaluing the agricultural companies he and Respondent Ms. Bassi had started and operated since

1 the 1990s. In written representations recently confirmed by his counsel Mr. Martinez, Mr. Bassi
2 falsely represented to the court that the seed companies had been operated “prudently,” when in truth
3 investigation he was engaged in agricultural racketeering to cheat and deceive parties in the
4 agricultural industry and ultimately food consumers. (See, Exhibits “VI,” and “III,” hereto).

5 16. A substantial indicator of probable cause to believe target defendants engage in
6 agricultural racketeering has been Mr. Bassi’s consistent and concerted effort 2012 – present, in the
7 family law case, to secret, withhold and not reveal financial data about the seed companies he and his
8 ex-wife Respondent started.

9 17. The data that Respondent was able to get, combined with recent data and events, gives
10 rise, in my opinion, to probable cause to file the draft RICO lawsuit attached hereto as Exhibit “III.”
11 However, the “draft” lawsuit was prepared for discussion and precise description of facts and events.
12 The RICO lawsuit that is filed will be condensed and concise.

13 18. In the agricultural racketeering lawsuit, Respondent’s ex-husband, Robert Bassi, is the
14 main target defendant. With the DVRO, Mr. Bassi has raised and placed at issue facts, events,
15 documents, and data concerning his agricultural racketeering wrongdoing, as demonstrated,
16 described, and explained by Respondent Ms. Bassi in and through draft RICO lawsuits she provided
17 as “pre-litigation” communication.

18 19. Because Mr. Bassi and his counsel Mr. Carlos Martinez placed the RICO action at
19 center of the DVRO, I am forced to veer near matters that could invade attorney client privilege.

20 20. I am instructed to not compromise privilege, that Ms. Bassi does not waive privilege,
21 and to state or disclose attorney client communications between Ms. Bassi and I only if already
22 revealed or disclosed or to respond generally to Petitioner’s specific claims about the RICO litigation.

23 21. Nothing I state herein shall be construed or viewed as waiver of attorney client
24 privilege. Only the client can waive privilege, and she has instructed there is to be no waiver.

25 22. After taking on the RICO case last year, I undertook due diligence to ascertain facts
26 and events sufficient for probable cause to believe that Petitioner, his brother Steven and girlfriend
27 Margaret Russo, and others had engaged in and conducted agricultural racketeering.

28 23. Due diligence entails document and data review, witness contact, investigation of

1 events, and analysis of the parties' actions and behavior. Target defendants, as persons of interest,
2 must be identified and facts gathered to support claim against them.

3 24. Investigation revealed probable cause for RICO against persons and entities acting as
4 an enterprise to steal, pirate and counterfeit agricultural products, to cheat holders of agricultural
5 patents and horticultural hybrid inventions, and to deceive food distributors and sellers and their
6 consumer customers those certain products were "organic," when they were not.

7 25. RICO requires "predicate" crimes, for which there were many, starting with federal
8 agricultural violations, (See, Memo, p. 2, fn. 2) and state and local and trade association regulations.

9 26. Respondent's instruction had been to approach the RICO target defendants in a way
10 that would keep the matter confidential. Respondent wanted to keep confidential the RICO claims
11 and charges, at least until after the target defendants had opportunity to review the facts and charges.

12 27. On June 11, 2021, as Respondent's counsel and on her behalf, I sent a transmittal letter
13 with attachment of a "draft" RICO complaint. A true and correct copy of the letter is attached hereto
14 as Exhibit "I." The first page of the draft lawsuit is attached; balance omitted.

15 28. I sent the letter and draft lawsuit to persons or entities identified, based on due
16 diligence to date, as "target defendants" of interest.

17 29. The letter and draft were part of "due diligence," to give the target defendants a "pre-
18 litigation" (i.e., before filing lawsuit) opportunity to respond to the "draft" RICO lawsuit, to deny it,
19 explain, or otherwise indicate why the person or entity was not a "target defendant."

20 30. In response to the "draft" RICO complaint, some target defendants contacted Ms.
21 Bassi. They provided information and new leads.

22 31. With new information from target defendants and witnesses, the complaint underwent
23 revision. Based on input and further review, one (1) target defendant was dropped (and accountant).

24 32. A new target defendant was added: Margaret Russo. Ms. Russo is the long-time
25 girlfriend of Robert Bassi. I do not like the optics of ex-wife dispute with girlfriend, but the
26 evidenced against Ms. Russo piled up. At the base, she is the RICO bookkeeper. It is common
27 knowledge that the "accountant" for the "mob" is key. Ms. Russo is not a CPA, but she keeps the
28 books, and likely, I am informed and believe, two (2) sets of books.

1 33. Due diligence following the first (June 11) draft RICO complaint had net effect of
2 dropping one target defendant and adding another. In addition, new facts and events were related in
3 the body of the “draft” complaint.

4 34. On July 1, 2021, I sent a second transmittal and second draft RICO complaint.

5 35. A true and correct copy of the July 1, 2021, RICO lawsuit transmittal letter is attached
6 as Exhibit “II.” It became clear that this second draft was the tipping point for Robert; he reacted.

7 36. A true and correct copy of the second draft RICO lawsuit is attached as Exhibit “III”.

8 37. On July 1, 2021, I wrote a separate letter to target defendant Tanimura & Antle,
9 (referred to in the industry by acronym “T&A), in care of its legal counsel Ms. Carmen Ponce,
10 referring to the enclosed RICO lawsuit and asking that it be forwarded to counsel or adviser for T&A
11 employee shareholders, as target defendant Stephen Bassi was part of non-employee T&A
12 management and ownership, and was principally culpable for exposing T&A to RICO claims. .

13 38. A true and correct copy of the letter to T&A attorney Ms. Carmen Ponce is attached as
14 Exhibit “IV”. T&A has never responded to the pre-litigation correspondence.

15 39. On July 1, 2021, I wrote a separate letter to Petitioner’s counsel Mr. Carlos Martinez,
16 referring to his pleading about Mr. Bassi having provided seed company financial information to the
17 court that was false, and indicating appearance of probable cause to include him, an attorney, as a
18 RICO target defendant.

19 40. A true and correct copy of the letter to Mr. Martinez is attached as Exhibit “V”.

20 41. Within a few hours, that same day, July 1, 2021, I received an email from Mr.
21 Martinez name calling “stupid,” and declaring he would not accept any communication about the
22 RICO lawsuit; that he would shut my email out of his server. (See, Exhibit “VI” hereto)

23 42. I half expected Mr. Martinez to respond with name calling. In my experience, this is
24 indication of no defense. I had seen a quantity of correspondence, mostly email, that Mr. Martinez
25 had sent to Ms. Bassi’s attorney in this action, Mr. Bob Tennant, who is about 83 years of age. I was
26 shocked by the level and quantity of demeaning and insulting things Mr. Martinez wrote to Mr.
27 Tennant. If it were not litigation, it would have been elder abuse. (See, S. Bassi described example,
28 Martinez 7/9/21 email to Tennant: “Please allow me to count to ten for you. I saw this on Sesame

1 Street so I know how to do it. . .”) The email angered Mr. Tennant and upset Susan.

2 43. I figured that it would be impossible to make progress on seed RICO with Martinez
3 around. Due diligence on Mr. Martinez revealed bar discipline involving \$5,000 from a client and
4 suspension from university for angry behavior. When Mr. Martinez wrote back with “stupid,” I
5 knew that there was no point trying to correspond with him. However, I figured he would help
6 RICO, which he did, by filing the DVRO, which now makes for a useful public seed RICO “base.”
7 The discussion draft RICO complaints were not intended for filing but were expansive to cover facts
8 and events in detail. The filed complaint would be much shorter. With the DVRO Mr. Martinez
9 made it necessary to place the detailed RICO discussion draft in the public record, where it and the
10 other exhibits are public documents giving seed RICO overview.

11 44. As part of due diligence, I reviewed T&A management. I soon realized that T&A
12 appears to suffer from inadequate management. A top executive, I am informed, is Brian Antle, later
13 generation pick for the post, placed there after earning a university degree. Steven Bassi is
14 apparently the Tanimura family side, but I am informed and believe, and thereon allege, that
15 Tanimura and other T&A shareholders are unaware of Mr. Steven Bassi’s damaging T&A
16 management and self-dealing. T&A contact Ms. Carmen Ponce is T&A in-house attorney, having
17 landed there, I am informed, from inside the company and without any “big law firm” or other non-
18 T&A experience. I am informed that Ms. Ponce has a T&A ownership interest.

19 45. It was clear that with T&A crippled and conflicted management and Mr. Martinez
20 antics and refusing communication, there was no way to talk sense about seed RICO.

21 46. To get around the conflicted and unskilled T&A management, I wrote a letter to Ms.
22 Ponce on July 1, 2021, requesting that she place me in touch with counsel and representatives for the
23 T&A employee stock group, as T&A is partially employee owned.

24 47. I am informed and believe, and thereon allege, that the employee shareholders are not
25 aware of the damaging practices that non-employee shareholder management has fostered and
26 allowed. A true and correct copy of my letter to Ms. Carmen Ponce is attached as Exhibit IV.

27 48. On July 1, 2021, after Mr. Martinez wrote back “stupid” and declared he would not
28 accept email, I reported to Ms. Bassi that Mr. Martinez would not accept RICO correspondence.

1 This interfered with her plan and preference to keep side RICO private for the Bassi families.

2 49. Mr. Martinez refusing to accept pre-litigation RICO communications placed Ms. Bassi
3 in quandary. Mr. Martinez’s refusal to accept correspondence from her RICO counsel meant that
4 communication about the seed RICO case was cut off. Martinez blocked email. (See, Exhibit VII)

5 50. After Mr. Martinez repudiated capacity or willingness to accept correspondence and
6 pleadings in the RICO case, the only way to contact Mr. Bassi was directly.

7 51. Therefore, Ms. Bassi sent email directly to Robert, and to Steven, for one thing to
8 confirm that Mr. Martinez had sent them the RICO seed draft complaint no. 2 (July 1)(See, Robert
9 DVRO Decl. pg. 2, ¶7), email re: making sure they got July 1 RICO draft.

10 52. However, while Mr. Martinez decried his RICO representation, he was still Robert’s
11 attorney in this family law action. Ms. Bassi’s attorney, until recently, was Robert Tennant. The
12 RICO and family law overlap because Mr. Martinez filed for a DVRO based on RICO.

13 53. Thus, the only means of communication about RICO and this case was direct contact
14 between the parties, Mr. Bassi and Ms. Bassi.

15 54. In his declaration Mr. Bassi comments upon the litigation communications and asserts
16 that he was harmed in some way that could amount to “domestic violence.”

17 55. In his DVRO declaration, page 1, ¶4, he complains that Ms. Bassi warned him that his
18 attorney Mr. Martinez bringing up RICO in the family law case could lead to the RICO case having
19 to be documented and put on record in this family law case. Ultimately Mr. Martinez filed the
20 DVRO, thereby making the RICO case directly relevant and on point. Mr. Bassi mischaracterizes
21 the communication as it was an effort to avoid making RICO public in the family law case.

22 56. Of legal significance is that while Mr. Robert Bassi complains the email statements
23 “disturb” him and are “harassing,” nowhere does he deny the RICO charges. The DVRO Robert
24 declaration is valuable evidence in the federal action, as Robert’s failure to deny the charges, in my
25 view, is an adoptive admission.

26 57. In his DVRO declaration, pages 2-3, ¶9-13, Mr. Bassi complains that his girlfriend
27 Margaret Russo has been discussed in the Ms. Bassi emails attached to the petition.

28 58. Ms. Russo was added as a target defendant to the revised RICO following additional

1 investigation and information which revealed that she was bookkeeper for the RICO racketeering
2 enterprise, during which time Mr. Bassi and she made sure Ms. Bassi did not get access to the
3 racketeering cash flows, income, and expenses, including large cash payments and “advance
4 deposits” unheard of in the industry.

5 59. Ms. Russo is mentioned in email and is a target defendant because there is probable
6 cause to believe that she is part of the agricultural RICO. She will be sued in RICO.

7 60. Mr. Bassi complains that Ms. Bassi email is sent to his brother, his girlfriend, and
8 others. It was sent to other target defendants, their roles and participation described in the draft RICO
9 complaint.

10 61. Throughout this family law case, the record shows that Mr. Bassi has concealed,
11 withheld, and suppressed financial information for his agricultural companies, which supports
12 probable cause to believe that such data would show the racketeering. Information to date indicates
13 racketeering with use of large cash transactions and “advance deposits.”

14 62. Mr. Bassi, through his attorney Mr. Martinez, having undertaken, so quickly, and with
15 ferocity, more claims against Ms. Bassi, including the DVRO, on the calendar, was precipitated by
16 Ms. Bassi’s notice of the RICO and her intent to file the RICO lawsuit.

17 63. The ramp up of litigation against Ms. Bassi after RICO notice is more evidence and
18 appearance to support probable cause.

19 64. Mr. Bassi makes statements that he is upset by the email accusations. Any litigation is
20 upsetting and maybe more, but generally where the threatened litigation is baseless the target
21 defendant does not react or experience and express anger. In my opinion, the litigation ramp up, and
22 severe reaction of Mr. Bassi to the RICO accusations adds to probable cause to believe that the RICO
23 allegations are correct.

24 65. Also significant is the evidence of T&A top manager (Tanimura side) admission that
25 T&A product is unfit for consumers. Susan relates where Mr. Steven Bassi remarked that he would
26 not T&A produced and bagged lettuce, the popular “lettuce in a bag” product. Going into the RICO,
27 we have top T&A executive admitting T&A product harms consumers.

28 66. The DVRO temporarily delayed seed RICO federal court filing but going forward will

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help the RICO case. The Anti-SLAPP documents can be sent to interested food industry companies, consumers, regulators, trade groups, and food distributors, as “base” information to understand the ongoing dangerous and harmful “seed RICO” racketeering.

67. Regarding “Stolen Valor” claim against attorney Brad Baugh, due diligence reveals that Mr. Baugh did regularly make claim of Vietnam service and used it to “pitch” clients. I have seen reference in court pleadings not related to Ms. Bassi. I saw a video deposition of Mr. Baugh where he was questioned about his claim of Vietnam service. I have spoken with people about Mr. Baugh. I am informed and believe that he was untruthful in claiming Vietnam military service. I am informed that check of school and military and other records corroborate that Mr. Baugh never served in Vietnam.

I declare on penalty of perjury under the laws of the State of California that the foregoing is true and correct. Executed at Huntington Beach, California.



DATED: Oct.. 4, 2021

PATRICK J. EVANS

1 **EXHIBIT LIST**

2
3 **EXHIBIT “I”**

4 Respondent’ counsel letter to target defendants, R. Bassi c/o his counsel Mr. Martinez,
5 dated 6/11/21 (**Not attached, the letter’s attachment:** Draft lawsuit, *S. Bassi v. R. Bassi, Stephen*
6 *Bassi, et al.*, (RICO), dated June 11, 2021; First page / caption page of complaint attached to letter)

7 **EXHIBIT “II”**

8 Respondent’ counsel letter to target defendants, R. Bassi c/o his counsel Mr. Martinez Petitioner’s
9 counsel with second draft RICO lawsuit dated July 1, 2021

10 **EXHIBIT “III”**

11 Revised (Second) draft lawsuit, *S. Bassi v. R. Bassi, Stephen Bassi, M. Russo, et al.* (RICO)
12 (205 pages). dated July 1, 2021

13 **EXHIBIT “IV”**

14 Respondent’ Counsel letter to target defendant Tanimura & Antle, c/o counsel re: RICO, agricultural
15 company racketeering; request to inform employee shareholders, dated July 1, 2021

16 **EXHIBIT “V”**

17 Respondent’ Counsel letter to Petitioner’s counsel re: RICO exposure, that R. Bassi agricultural
18 company reporting in family court deceptive, “fraud on court,” dated July 1, 2021

19 **EXHIBIT “VI”**

20 Petitioner’s counsel Email to Respondent’ Counsel RICO “stupid” dated July 1, 2021

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22 **EXHIBIT “VII”**

23 Respondent’s counsel Email to Petitioner’s Counsel transmitting
24 Substitution of Attorney and Notice of Ex Parte; Blocked by Petitioner Counsel email server; email
25 and rejection messages dated Sept. 30 and Oct. 1, 2021

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EXHIBIT “I”

Respondent’ counsel email to target defendants, R. Bassi c/o his counsel Mr. Martinez dated June 11, 2021 (**Not attached, the letter’s attachment:** Draft lawsuit, cover / caption page only attached *S. Bassi v. R. Bassi, Stephen Bassi, et al.*, (RICO), dated June 11, 2021)

EXH 020

Law Office of Patrick J. Evans
16897 Algonquin Street, Suite F
Huntington Beach, CA 92649
pevans@pevanslawoffice.com
Tel: (714) 594 – 5722; Fax: (714) 840 - 6861

June 11, 2021

To: **RICO Target Defendants** / their Representatives in Agricultural RICO action
[Sent by Email, U.S. mail and Fax; as indicated, see next page, distribution list]

CONFIDENTIAL AND PRIVILEGED PRE-LITIGATION COMMUNICATION

Re: Pre-Litigation Communication / Due Diligence:
S. Bassi v. R. Bassi, S. Bassi, Tanimura & Antle, et al.; action under
The Racketeer Influenced and Corrupt Organizations Act (“RICO”)

Dear RICO Target Defendants / Defendant Counsel or Representatives:

We represent Ms. Susan Bassi on her agricultural RICO racketeering and related claims against the target defendants. Prior to complaint filing, we hereby provide the RICO target defendants with advance notice of the upcoming lawsuit and opportunity to respond. Therefore, by this privileged and confidential communication, pursuant to Civil Code §47 and other law, you are provided the current draft complaint.

The accompanying complaint **is a draft subject to revision**. Investigation and assessment of the wrongdoing are ongoing, and the filed complaint will be somewhat different from the provided draft. There are laws and facts still to be ascertained, confirmed, and evaluated, and corrections and additions to be made. However, this draft complaint is sufficient to apprise the RICO target defendants of the claims and allegations against them, such that they, or any of them, should they so choose, can constructively respond before the complaint is filed and served and the case initiated.

Please provide to us any appropriate fact and logic backed response. Please do not waste your time and ours with threats and histrionics. We respectfully request that you respond, if at all, by Friday July 2, 2021. This deadline is necessary to keep the filing schedule on track. Please also advise as to whom service of process should be made.

Sincerely,

LAW OFFICE OF PATRICK J. EVANS



Patrick J. Evans

Encl. – Draft RICO Complaint, 6/11/21
cc. Ms. Susan Bassi

EXH 021

DISTRIBUTION

RICO Target Defendants	Correspondence and Draft Complaint sent to:
Robert Bassi	<p>P.O. Box 848, Gilroy, CA 95021, robert@calseed Mr. Robert Bassi, c/o his counsel: [by email only]</p> <p>Carlos Martinez 647 N. Santa Cruz Ave. Suite C, Los Gatos, CA 95030 Email: cmartin@bayarealaw.com</p> <p>Jeff Tone, Francine Tone P.O. Box 34045, Truckee, CA 96160, (530) 582-9877 Email: JeffTone@ToneandTone.com FranTone@ToneandTone.com</p>
California Seed Production (“CSP”)	Sent to CSP, c/o Mr. Robert Bassi c/o his counsel above.
California Seeds Inc. (“CSI”)	Sent to CSI, c/o Mr. Robert Bassi c/o his counsel above
Eugene Agnew	<p>17 Paseo Hermoso, Salinas, CA 93908 [Copy of letter and caption page mailed; full complaint will be sent upon receipt of email]</p>
Tanimura & Antle	<p>1 Harris Road, Salinas, CA 93908 Attorney Carmen Ponce Email: carmenp@taproduce.com [sent by email only]</p>
Steven Bassi	<p>26 Calera Canyon Road, Salinas, CA 93908 Email: Steve@Taproduce.com [sent by email only]</p>
Rava Ranches	<p>700 Airport Road, King City, CA 93930, (831)385-3285 Jerry Rava Email: jerry@ravaranch.com [sent by email only]</p>
Braga Fresh Braga Organic Braga Ranch	<p>33750 Moranda Rd. Soledad, CA 93960 (831) 675-2154 Rodney Braga – Braga Fresh CFO Email: rbraga@bragaranch.com [sent by email only]</p>
Peter Shah, CPA	<p>Stevens Sloan & Shah [cover letter and caption page sent by fax] 975 W. Alisal Street #D, Salinas, CA 93901 Tel: 831 -424-1734; Fax: 831-757-8576</p>
Charles Burak , CPA	<p>Glenn & Burak [cover letter and caption page sent by fax] 323 Lennon Lane, Walnut Creek, CA 94598 Tel: (925) 945-7722; Fax: (925)293-2905</p>

1 PATRICK J. EVANS - State Bar No. 110535
2 pevans@pevanslawoffice.com
3 LAW OFFICE OF PATRICK J. EVANS
4 16897 Algonquin Street, Suite F
5 Huntington Beach, CA 92649
6 Tel.: (714) 594-5722; Fax: (714) 840-6861 DRAFT 6/11/2021
7 Counsel to Plaintiff, Susan Bassi
8

9 IN THE UNITED STATES DISTRICT COURT
10 FOR THE NORTHERN DISTRICT OF CALIFORNIA
11

<p>12 SUSAN BASSI,</p> <p>13</p> <p>14 Plaintiff,</p> <p>15</p> <p>16 v.</p> <p>17 ROBERT BASSI, STEVEN BASSI, 18 CALIFORNIA SEED PRODUCTION, 19 INC., a California corporation, 20 CALIFORNIA SEEDS, INC. a 21 California corporation, TANIMURA & ANTLE, a California corporation, 22 JERRY RAVA, RODNEY BRAGA, 23 GENE AGNEW, CHARLES BURAK and PETER SHAH,</p> <p>24 Defendants.</p>	<p>25 CASE NO.: CV-____-____ (____)</p> <p>26</p> <p>27 COMPLAINT FOR:</p> <p>28</p> <ol style="list-style-type: none"> 1. Violations of 18 U.S.C. §1962(c), RICO; 2. Violations of 18 U.S.C. §1962(d); Conspiracy to Violate 18 U.S.C. §1962(c), RICO; 3. Violations of 18 U.S.C. §1962(a); RICO; and 4. Unjust Enrichment under California law. <p>JURY TRIAL DEMANDED</p>
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29 Plaintiff SUSAN BASSI states and alleges:

30 EXH 023

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EXHIBIT “II”

Respondent’ counsel email to target defendants,
R. Bassi c/o his counsel Mr. Martinez Petitioner’s counsel
with second draft RICO lawsuit
dated July 1, 2021

EXH 024

LAW OFFICE OF PATRICK J. EVANS
16897 Algonquin Street, Suite F
Huntington Beach, CA 92649
pevans@pevanslawoffice.com; Tel: (714) 594 – 5722; Fax: (714) 840 - 6861

July 1, 2021

To: **RICO Target Defendants** / Representatives in Agricultural RICO action
[Sent by Email, U.S. mail or Fax; as indicated, see next page, distribution list]

CONFIDENTIAL AND PRIVILEGED PRE-LITIGATION COMMUNICATION

Re: ***S. Bassi v. R. Bassi, S. Bassi, Tanimura & Antle, et al.; action under
The Racketeer Influenced and Corrupt Organizations Act (“RICO”)***

Dear RICO Target Defendants / Defendant Counsel or Representatives:

CPA Peter Shah and Jerry Rava responded to the June 11 draft RICO complaint. Based on his input, Mr. Shah’s is no longer a target. Mr. Rava and two key employees spoke with Ms. Bassi for over an hour, providing useful information that led to more fruitful investigation. Mr. Rava remains a target. New target M. Russo has been added. More RICO agricultural predicate crimes have been identified, e.g., 7 U.S.C. §1562 (seeds) and OFPA, 7 U.S.C. §6501, et seq.

Mr. Rava expressed concern about repercussions to employees. T&A is partially employee owned. Because most all employees are fault-free, Ms. Bassi will consider accord with employee shareholders and to concentrate focus on culpable management. Employee representatives may inquire on how employee company equity can be protected from the devastating multi-pronged litigation headed towards the targets, especially T&A.

The revised complaint is longer, pointing up RICO tension of Federal Rule of Civil Procedure 8 call for concise claims vs. Rule 9 and case law requirements for fraud specific pleading. The filed complaint must be fact extensive and detailed to inform both defendants and victims and to serve as springboard for helpful RICO spawned lawsuits, e.g., derivative and consumer class actions, that will dovetail with and help propel Ms. Bassi’s RICO action.

As before, this is a Civil Code §47 privileged and confidential communication of a draft complaint **subject to revision**. It apprises facts for claims and allegations, so that a target defendant can constructively respond before the case is initiated.

Please provide any response by extended deadline of Wednesday July 14, 2021.

Sincerely,

LAW OFFICE OF PATRICK J. EVANS



Patrick J. Evans

Attachment – Rev. Draft (#2) RICO Complaint, 07/01/2021
cc. Ms. Susan Bassi (w/attachment)

EXH 025

DISTRIBUTION

RICO Target Defendants	Correspondence and Draft Complaint sent to:
Robert Bassi	P.O. Box 848, Gilroy, CA 95021, robert@calseed [not sent] Mr. Robert Bassi, c/o his counsel: [sent by email only] Counsel: Carlos Martinez 647 N. Santa Cruz Ave. Suite C, Los Gatos, CA 95030 Email: cmartin@bayarealaw.com Jeff Tone, Francine Tone P.O. Box 34045, Truckee, CA 96160, (530) 582-9877 Email: JeffTone@ToneandTone.com FranTone@ToneandTone.com
California Seed Production (“CSP”)	Sent to CSP, c/o Mr. Robert Bassi c/o his counsel above.
California Seeds Inc. (“CSI”)	Sent to CSI, c/o Mr. Robert Bassi c/o his counsel above
Eugene Agnew	17 Paseo Hermoso, Salinas, CA 93908 [sent by U.S. mail]
Tanimura & Antle	1 Harris Road, Salinas, CA 93908 Attorney Carmen Ponce Email: carmenp@taproduce.com [sent by email only]
Steven Bassi	26 Calera Canyon Road, Salinas, CA 93908 Email: Steve@taproduce.com [sent by email only]
Rava Ranches	700 Airport Road, King City, CA 93930, (831)385-3285 Jerry Rava Email: jerry@ravaranch.com [sent by email only]
Braga Fresh Braga Organic Braga Ranch	33750 Moranda Rd. Soledad, CA 93960 (831) 675-2154 Rodney Braga – Braga Fresh CFO Email: rbraga@bragaranch.com [sent by email only]
Charles Burak , CPA	Glenn & Burak [cover letter / caption page faxed, full copy by mail] 323 Lennon Lane, Walnut Creek, CA 94598 Tel: (925) 945-7722; Fax: (925)293-2905
Margaret Russo, bookkeeper and paralegal Seed Companies’ “contract” employee	405 W. Main St., (by U.S mail) San Martin, CA 95046

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EXHIBIT “III”

Revised (Second) Draft for discussion RICO lawsuit,
S. Bassi v. R. Bassi, Stephen Bassi, M. Russo, et al. (RICO)

205 pages.

dated July 1, 2021

EXH 027

PATRICK J. EVANS - State Bar No. 110535

pevans@pevanslawoffice.com

LAW OFFICE OF PATRICK J. EVANS

16897 Algonquin Street, Suite F

Huntington Beach, CA 92649

Tel.: (714) 594-5722; Fax: (714) 840-6861 **DRAFT 7/01/21**

Counsel to Plaintiff, Susan Bassi

[Note, ref. Table of Contents at end of document](#)

**IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF CALIFORNIA**

SUSAN BASSI,

Plaintiff,

v.

ROBERT BASSI, STEVEN BASSI,
GENE AGNEW, CALIFORNIA
SEEDS, INC. a California
corporation, CALIFORNIA SEED
PRODUCTION, INC. TANIMURA
& ANTLE, a California corporation,
JERRY RAVA, RODNEY BRAGA,
MARGARET RUSSO, and
CHARLES BURAK,

Defendants.

CASE NO.: CV-____-____ (____)

COMPLAINT FOR:

- 1. Violations of 18 U.S.C. §1962(c), RICO;**
- 2. Violations of 18 U.S.C. §1962(d); Conspiracy to Violate 18 U.S.C. §1962(c), RICO;**
- 3. Violations of 18 U.S.C. §1962(a); RICO; and**
- 4. Unjust Enrichment under California law.**

JURY TRIAL DEMANDED

Plaintiff SUSAN BASSI states and alleges:

EXH 028

COMPLAINT

I. JURISDICTION

1. The subject matter jurisdiction of this Court is conferred and invoked pursuant to 28 U.S.C. §1331, and the Racketeer Influenced and Corrupt Organizations Act ("RICO") 18 U.S.C. § 1961 et seq. (specifically 18 U.S.C. § 1964(c)).

2. The aggregated amount in controversy exceeds One Million Dollars (\$1,000,000), exclusive of interest and costs.

3. There is jurisdiction over Plaintiffs' unjust enrichment claim under California common law pursuant to 28 U.S.C. § 1367

II. VENUE AND PERSONAL JURISDICTION

4. Plaintiff incorporates by reference all preceding paragraphs.

5. Venue is proper in this judicial district under 18 U.S.C. § 1965(a) and 28 U.S.C. § 1391(a), (b) and (c). A substantial part of the events and omissions giving rise to this action occurred in the Northern District of California. Most of the parties reside or do business or both in this district.

6. The Northern District of California is also the appropriate venue because the underlying family law dissolution action which Defendant Robert Bassi utilized to conceal his wrongdoing and racketeering from Plaintiff, *In Re the Marriage of Petitioner: ROBERT BASSI and Respondent: SUSAN BASSI* (FL-009065. Filed 2012, trial Oct. 2018, on appeal, H046284) was brought in the Santa Clara County Superior Court for California situated within this District (the "Divorce Action," and "Divorce Decree," (Not for disrespect, but clarity, at times Plaintiff Susan Bassi may be referred to as "Susan" and her ex-husband as "Robert."))

7.

EXH 029

1 **III. PREFACE AND SUMMARY OF ACTION**

2 8. Plaintiff incorporates by reference all preceding paragraphs.

3 9. Plaintiff Susan Bassi brings this complaint (“Complaint”)
4 against Defendants for claims based upon personal knowledge of facts,
5 documents, and events, and as to other matters upon information and belief
6 following her own and her counsel’s investigation. For her Complaint,
7 Plaintiff states and alleges the following paragraphs.

8 10. In this Complaint, Plaintiff describes, relates, provides facts, and
9 alleges a RICO enterprise of racketeering, whereby Defendants cheat the
10 holders of patented lettuce seed and the public by the production and sale
11 of counterfeit and phony “organic” lettuce.

12 11. The fake organic and other mislabeled lettuce seed and lettuce
13 crop originates from Defendants’ unlawful enterprise, the “**Enterprise,**”
14 and is distributed and sold through the Enterprise in a manner that seeks
15 to avoid detection. Because they knew Plaintiff would not go along with
16 their racketeering, Defendants forced Plaintiff out of the lettuce and
17 agricultural businesses she co-owned with her husband and compelled her
18 to endure an unfair Divorce Action designed and used to conceal their illicit
19 activities.

20 12. Urgent and essential to the Enterprise were the staged buyout
21 of an organic seed treating business, AgriCoat, LLC, and a Divorce Action
22 to oust Plaintiff - the wife of Defendant Robert. Robert and the Enterprise
23 were racketeering on seed patent and trademark infringement, patent theft,
24 lettuce seed proprietary intellectual property industrial espionage for
25 China, and other agricultural wrongdoing, that made the illicit seed
26 businesses illegal and illegitimate – but extremely profitable. Robert and
27 accomplices had to oust and cut off Plaintiff from company financial data
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EXH 030

1 because they knew Plaintiff would not engage in the racketeering; she would
2 not join the racketeering Enterprise, which would be in jeopardy if Plaintiff
3 were to discover the racketeering in marriage or during the discovery
4 portion of the Divorce Action.

5 13. In this Complaint, Plaintiff describes, gives facts, and alleges
6 how the Defendants, Plaintiff's ex-husband, his brother and other
7 defendants and co-conspirators, through the Enterprise, engage and
8 conspire to commit predicate crimes in the agricultural industry by
9 production and sale of counterfeit "organic" and other lettuce seed strains
10 and varieties, with the overall intent to sell phony "organic" lettuce, cheaper
11 than competing legitimate, proprietary licensed "organic" lettuce.

12 14. The Enterprise sought not only to reduce seed costs in their
13 farming operations, but to reduce overall farming expenses by conspiring
14 to cut out royalties and commissions from the lettuce industry participants,
15 such as Seed Dealers, Seed Breeding Companies, Seed Milling Operations,
16 Seed Testing Labs, and other businesses that operated legitimately to serve
17 the lettuce seed and fresh lettuce industry.

18 15. Plaintiff is informed and believes, and thereon alleges, that
19 Defendant Steven Bassi and other Defendants used profits from their
20 racketeering activities to invest in legitimate businesses and financial
21 instruments in a manner that concealed their illicit conduct and elevated
22 their professional, financial and social positions in the Salinas Valley.
23 These investments included shares in Pacific Valley Bank, where
24 Defendants Steven Bassi and Rodney Braga were appointed to the board
25 when the bank became operational in 2004.

26 16. To further protect the racket, Defendants used the sale of
27 Plaintiff's interest in AgriCoat and the Family Court to deny Plaintiff access
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EXH 031

1 to financial data, title and ownership of her companies, and access to
2 community funds and profits in the Seed Companies.

3 17. Plaintiff is informed and believes, and alleges, that Robert Bassi
4 and his divorce lawyers, Richard Roggia, Brad Baugh, and Carlos Martinez
5 used, and continue to use, the Divorce Action to suppress Plaintiffs'
6 investigation, including to secure court orders that ordered Plaintiff not to
7 communicate with the Seed Companies. Defendants' desired and achieved
8 effect was to prevent Plaintiff from investigating the Enterprise's activities.
9 By 2014 the Enterprise assured cash payments to a private judge, which
10 were not properly reported to the taxing authorities on the required IRS
11 form 8300 such that the source of the cash could be determined. This
12 allowed the Enterprise to continue to operate with impunity to avoid
13 taxation on profits and discovery of the illicit activity.

14 18. By 2013 large payments to Seed Companies made by Defendants
15 Rava and Braga evidenced the conspiracy as defendant farmer "clients" had
16 no legitimate right to buy seed multiplying services. Defendant Farmers
17 Rava and Braga knew they presented seed for multiplication services with
18 a false label that they had no right to obtain as they sought to reduce their
19 farming expenses and bypass the royalties and commissions associated with
20 legitimate seed purchases. Reducing these costs would mean more profit for
21 the Enterprise. For Robert Bassi, Defendant farmers Rava and Braga would
22 bring revenue Robert knew was legal for trade in counterfeit seed. Gross
23 profits of CSP after 2010 became largely comprised of revenue generated by
24 assisting farmers steal seed from Seed Breeding Companies that were the
25 legitimate clients of the Seed Companies Robert and Susan had done
26 business with for over 20 years.

27 19. Key to the Enterprise was the accumulation of farming land in
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EXH 032

1 the Salinas Valley that could be used for the benefit of the Enterprise and
2 ultimately sold to real estate developers. Defendants Robert Bassi and
3 Steven Bassi began working as early as 2005 to assure they would gain
4 control over Bassi Ranch, a nearly 200-acre farm Defendant Brothers had
5 an interest in controlling and where the farm was leased to Steven Bassi's
6 employer, Defendant T&A. By controlling the land, the Enterprise could
7 secret their scheme through private contracts that would avoid discovery
8 from competitors, regulators and others who might threaten to expose the
9 racketeering activities.

10 20. Payments made by members of the Enterprise to Robert Bassi
11 through CSP for racketeering activity assured court appointed accountants,
12 and lawyers, acted entirely for the benefit of Robert and to protect the
13 Enterprise for over the course of a 10-year Divorce Action.

14 21. By misuse of judicial process and other wrongdoing, Defendants
15 converted Plaintiff's interests in the Seed Companies and withheld company
16 data and transactions. They knew Plaintiff would not tolerate illegal seed
17 production and seed patent theft. Defendants had to oust Plaintiff as they
18 sought to monopolize critical aspects of agricultural markets connected to
19 seed production and the sale of lettuce and packaged salad products.

20 22. Plaintiff is informed and believes, and thereon alleges, that the
21 pattern of predicate crimes violates federal and state law to constitute
22 agricultural racketeering activity through an association in fact enterprise
23 (the "Enterprise") within the meaning of the Racketeer Influenced and
24 Corrupt Organization Act, 18 U.S.C. §1961 et seq. ("RICO").

25 23. Plaintiff is informed and believes, and thereon alleges, that
26 Defendants and brothers Robert Bassi and Steven Bassi invested
27 racketeering generated profit to further the Enterprise and in doing so

28 EXH 033

1 violated 18 U.S.C. §1964 (a) and that such investments continue for them to
2 gain competitive advantage related to seed production, water rights, and
3 agricultural product sales, which benefit them and the Enterprise.

4 24. With the 2018 Divorce Decree seemingly getting Plaintiff out of
5 the way, Defendants and their lettuce industry clients made and continue
6 to make huge profits by selling lettuce as “organic” and by selling lettuce
7 seed grown from stolen genetics under a counterfeit mark which is concealed
8 when it was grown into fresh lettuce and ultimately sold to consumers
9 through Defendant Tanimura & Antle’s salad processing operations.

10 25. Seed laundered through lettuce production was stolen from
11 seed patent holders when seed “multipliers” contravened the United States
12 Department of Agriculture (“USDA”) control and custody chains for
13 “organic” and other laws and regulations.

14 26. The Enterprise injures Plaintiff and others engaged in the
15 lettuce seed and related agricultural businesses and deceives and harms
16 consumers that purchase the phony “organic” lettuce the Enterprise
17 produces and other mis-labeled lettuce.

18 27. During a nearly 10-year Divorce Action Robert Bassi was given,
19 and took, exclusive control of the Seed Companies. Consistent with that
20 control Robert Bassi had a duty to operate the companies in a manner
21 consistent with a fiduciary duty to Plaintiff and the clients and suppliers of
22 those business. Instead, Robert Bassi and his co- conspirators, Defendant’s
23 named herein, impaired Susan Bassi’s interests, harmed the good will
24 Susan’s image and reputation had brought to the business, desecrated the
25 trade secrets and patents of the Seed Companies’ clients, and subjected
26 Plaintiff to irreparable harm and liability, all for their unjust enrichment,
27 profits and to advance the Enterprise.

28 EXH 034

1 28. Plaintiff is informed and believes that the Enterprise has and
2 continues to injure (a) her, (b) legitimate lettuce seed industry companies
3 that honor trademarks and patents and proprietary rights, and (c) the
4 consumer public of organic and other variety lettuce and related products.

5 29. Against the Defendants, Plaintiff describes, alleges, and exposes
6 the following Enterprise, its actors and co-conspirators, their predicate
7 crimes in the agricultural industry, the pattern and repetition of RICO
8 violations, and Plaintiff's claims and injury.

9 **IV. PARTIES**

10 30. Plaintiff incorporates by reference all preceding paragraphs.

11 **A. Plaintiff**

12 31. SUSAN BASSI is a resident of the State of California, with her
13 home in Santa Clara County.

14 32. Plaintiff SUSAN BASSI complains of transactions and events
15 and actions that occurred in Santa Clara County, San Benito County, and
16 Monterey County.

17 **B. Defendants**

18 33. ROBERT BASSI is a resident with place of business in Santa
19 Clara County, California. He is a principal, manager or controlling person
20 of the Defendant Seed Companies (described below).

21 34. STEVEN BASSI is resident and has his place of business in
22 Monterey County. He is or is believed to be a principal, manager and
23 controlling agent for Defendant TANIMURA & ANTLE and is believed to
24 hold a financial interest in several farming and organic related businesses
25 throughout the United States, some of which are believed to be part of the
26 Enterprise, and partly or entirely owned or controlled by Tanimura & Antle.
27 Plaintiff is informed and believes, and thereon alleges, that at all relevant
28

EXH 035

1 time STEVEN BASSI was actor and agent in the Enterprise for Tanimura
2 & Antle.

3 35. CALIFORNIA SEEDS, INC. a California corporation (“CSI”),
4 with office and place of business in Santa Clara and Monterey Counties, is
5 a California Corporation formed by Plaintiff and Defendant Robert Bassi in
6 2008 for the purposes of multiplying (i.e., producing) lettuce seed.

7 36. CALIFORNIA SEED PRODUCTION, INC., a California
8 corporation, (“CSP”) has place of business in Santa Clara County. (CSP and
9 CSI together are the “Seed Companies”) Plaintiff and Defendant Robert
10 formed CSI in 2004 when it was converted from a partnership between
11 Plaintiff and Defendants Robert Bassi and Gene Agnew.

12 37. Defendant TANIMURA & ANTLE (“T&A”) a California
13 corporation, has its headquarters in Monterey County. It and its affiliates
14 operate facilities to package and distribute fresh lettuce throughout the
15 United States, Mexico, and Canada. T&A does business and has agents and
16 offices in this district, including Defendant Steven Bassi.

17 38. Defendant JERRY RAVA is the principal owner and primary
18 shareholder for numerous farming and agricultural businesses. His primary
19 business and residence located in Monterey County.

20 39. Defendant RODNEY BRAGA, on information and belief, resides
21 and does business in Monterey County and following the 2010 death of his
22 father, Norman Braga, became the principal owner and primary
23 shareholder for numerous farming and agricultural businesses. He
24 additionally held a seat on the board of Pacific Valley Bank with Defendant
25 Steven Bassi.

26 40. Defendant GENE AGNEW, upon information and belief, resides
27 and conduct business in Monterey County. He was initially in a partnership
28

EXH 036

1 with Robert and Susan Bassi until he converted that partnership to CSI in
2 2004 where he placed his interest in CSI under NORTH AMERICAN SEED
3 COMPANY, “NASC,” where he was the main shareholder and operator.

4 41. Defendant CHARLES BURAK, upon information and belief,
5 resides and works in Contra Costa County. He is the principal owner and
6 shareholder of a CPA firm that acted for ROBERT BASSI during the
7 Divorce Action and during that case became the CPA preparing and filing
8 the tax returns for the Seed Companies, in which role and position, Plaintiff
9 is informed and believes, he has remained to the present or recently, and in
10 which he performs services for and in support of the Enterprise.

11 42. Defendant MARGARET RUSSO, upon information and belief,
12 resides and works in Santa Clara County. She is the former legal assistant
13 to Robert Bassi’s first divorce lawyer, Richard Roggia. During relevant
14 times she was employed and paid by the Seed Companies as a “bookkeeper”.
15 Plaintiff is informed and believes Ms. Russo has remained to the present or
16 recently involved in a manner where she performs services for and in
17 support of the Enterprise.

18 43. Plaintiff is informed and believes, and thereon alleges, that each
19 Defendant has acted and conspired with the other Defendants in the
20 Enterprise to benefit and make profit for the Enterprise and to injure and
21 convert Plaintiff’s property by taking her stock in the Seed Companies and
22 having the companies engage in illegal lettuce seed multiplication, sale and
23 production and illicit growing of crops therefrom.

24 44. Each Defendant benefited financially and could not have been
25 successful in the Enterprise without the participation and contributions of
26 the other Defendants and co-conspirators.

27
28 EXH 037

1 **VI. BACKGROUND FACTS**

2 45. Plaintiff incorporates by reference all preceding paragraphs.

3 **A. Salad Bowl of the World: Defendants Rooted in Salinas**
4 **Valley Agriculture**

5 46. Salinas Valley is one of the most economically significant fresh
6 vegetable farming regions in the country. Lettuce growing farms in the area
7 include farms in the Monterey / Salinas Area, as well as small and large
8 farms located in and around the towns and cities of Gonzales, Soledad, and
9 King City where fertile farmland and mild climate provide ideal lettuce
10 growing conditions.

11 47. Over the past 30 years, Salinas Valley has evolved to offer
12 expertise and infrastructure that supports fresh lettuce production capable
13 of meeting the insatiable consumer demand for a plethora of salad products,
14 resulting in the region being dubbed the *Salad Bowl of the World*.

15 48. Defendant Brothers, Robert Bassi and Steven Bassi grew up on
16 Bassi Ranch, a nearly 200-acre dairy farm located in Gonzales, California.
17 Bassi Ranch was purchased by Robert and Steven’s grandfather after he
18 immigrated to the United States from Switzerland and was able to purchase
19 the farm and operate it as a working dairy.

20 49. One of the last known working dairy farms in California, Bassi
21 Ranch transitioned to agricultural farmland when Robert and Steven were
22 young. Once the land ceased being used as a dairy, it was leased as
23 agricultural land primarily to the Defendant Brothers’ prominent farmer
24 cousin, David Costa. In about 2006 Steven Bassi arranged to have the land
25 leased to his employer, Defendant, Tanimura & Antle, (“T&A”) as
26 Defendant Brothers had formed a limited partnership with their father,
27 Daniel Bassi, that managed the income from the leases and where Plaintiff
28

EXH 038

1 held an interest.

2 50. Growing up in the Salinas Valley, Robert and Steven spent a
3 significant amount of their time attending events at the Swiss Rifle Club,
4 California's oldest gun club located in Gonzales near Bassi Ranch. Members
5 of the club included some of the most prominent farmers in the Salinas
6 Valley region whose membership included Dennis Caprara, Ray Franscioni,
7 Wayne Gualarte, Stan Braga, Norm Braga, Rodney Braga, David Costa, and
8 David Gill. Defendant Brothers were members of the club for nearly thirty
9 years. For over twenty of those years Plaintiff was present for events at the
10 club where she observed Defendant Bothers mix business with pleasure in
11 a manner that included their family members. Membership to the Club was
12 paid by community farming businesses as an expense, though Plaintiff was
13 not allowed to hold membership in the club as women were prohibited from
14 becoming members.

15 51. Since the 1980s, Salinas Valley farms largely thrived by
16 supplying an abundance of over 540 lettuce varieties that included red and
17 green lettuce mixtures such that the region, once known primarily for its
18 connection to Nobel laureate journalist John Steinbeck's work, ultimately
19 became known as the "Salad Bowl of the World".

20 52. The success of the lettuce industry is largely responsible for land
21 values in the Salinas Valley soring to record highs, largely due to the
22 insatiable demand for salad products and the evolution of technology that
23 provides for salad packaging and processing techniques that allow fresh
24 lettuce distribution throughout the United States, Mexico, and Canada.
25 Higher land values in the Salinas Valley have led to farmers who are
26 landowners being informally referred to as "real estate developers in
27 waiting".

28 EXH 039

1 53. In the mid 1980's Steven Bassi went to work for Tanimura and
2 Antle, where Steven climbed the corporate ladder to become the company's
3 lead executive charged with supervising the company's farming operation
4 and T&A's salad processing facilities.

5 54. During this same time, Robert Bassi worked continually for
6 businesses owned by his long-time employer and mentor, Merv Selvidge.
7 Those businesses were involved in lettuce seed production, milling, priming,
8 and processing services designed to make seed easier for farmers to plant
9 and obtain a viable crop. Once farmers grew this seed into fresh lettuce
10 crops, it was available to be sold to salad processors.

11 55. By late 1998 Robert left North Pacific Seeds, NPS, a partnership
12 Merv Selvidge held with an Australian seed multiplying business and went
13 to work for Tanimura & Antle in the seed department where he was
14 employed to work on developing seed varieties and seed multiplying
15 capabilities.

16 56. By 2000 Robert Bassi had obtained Plaintiff's consent to form a
17 partnership with Gene Agnew, a vegetable Seed Multiplier who sought
18 Robert's expertise for lettuce seed production. In forming the partnership,
19 it was agreed proceeds from lettuce seed production would be shared equally
20 with Agnew and Bassi. The partnership required substantial investment,
21 including when Robert told Susan they needed to pay half the costs of a
22 \$250,000 lettuce seed harvester that would be used to reduce labor costs in
23 the partnership's operation.

24 57. In and around 2002-2003 Robert Bassi worked for T&A as he
25 launched the partnership with Agnew. During this time Robert sought to
26 use the partnership to contract with T&A for their seed multiplication
27 services. T&A declined Robert's proposal, noting they were electing to
28

EXH 040

1 partner with Ken Dubas of 3 Star lettuce instead. Shortly after his failed
2 negotiation, Robert was fired from T&A leaving him to rely solely on the
3 partnership with Gene to support his family.

4 58. After Robert was fired from T&A , Steven Bassi offered Robert
5 and Susan an investment opportunity in AgriCoat, LLC, claiming the
6 business was a passive investment in an organic seed processing operation
7 that had a widely successful product known as Natural II. Steve noted he
8 had other business investments with Ken Dubas but was being pressured
9 by T&A management to sell off financial interests that may pose a conflict
10 with his T&A employment. Steven told Robert and Susan, in the presence
11 of his wife, Leslie Bassi, that the business would provide income to Robert
12 in a manner that would help replace the income he had lost when he was
13 fired by T&A.

14 59. Leslie Bassi, a retired CPA, worked with Robert to address the
15 accounting records for the AgriCoat business during the due diligence
16 process as she had acted as AgriCoat's bookkeeper while she and Steven
17 held ownership interest , Steven Bassi was employed with T&A and
18 AgriCoat had earned revenue by offering seed processing services and
19 organic treatments that T&A used on seed planted throughout the Salinas
20 Valley. As part of the AgriCoat investment offered by Steven and Leslie
21 Bassi, Robert was to take over AgriCoat's bookkeeping services and would
22 be paid for his time, as Leslie Bassi had been paid before him.

23 60. When Robert and Susan bought out Steven's interest in AgriCoat
24 LLC, the company's organic seed treatment, Natural II, was one of the only
25 seed treatments commercially available to treat organic seed in the country.
26 Until Steven sold his interest in AgriCoat, T&A was a known AgriCoat
27 customer, and user of Natural II. T&A employees Ted Mills and Matt

28 EXH 041

1 Plymale were among AgriCoat’s initial investors along with their supervisor
2 Steven Bassi.

3 61. Plaintiff is informed that Rick Antle, President of T&A knew the
4 AgriCoat formation involved T&A employees and that the business would
5 benefit from seed processing services that would be needed because of T&A’s
6 partnership with Ken Dubas and 3 Star, yet gave his blessings, nonetheless.

7 62. Shortly after Robert and Plaintiff invested in AgriCoat, Steven
8 pressured Ted Mills and Matt Plymale to sell their AgriCoat interest,
9 claiming their future employment with T&A depended on AgriCoat
10 divestment. Plaintiff is informed that Steven Bassi reported to Ted Mills ,
11 with the knowledge and consent of T&A President Rick Antle, that he
12 intended to use proceeds from the AgriCoat sale to invest in Pacific Valley
13 Bank, where he had been appointed to the board as the bank became
14 operational in 2004 at the urging of T&A owners and upper management.

15 63. During this same time-period Steven pressured Robert and
16 Susan, as well as his father, Daniel Bassi, to invest in Pacific Valley Bank
17 shares as well, which they did. Steven also encouraged Robert and Susan
18 to invest in PAR, an equipment rental company whose main investors
19 included T&A’s top executives. PAR was in the business of renting porta
20 potties for field workers and for upscale public and private events.

21 64. In 2004 Robert informed Susan he had formed a corporation with
22 Gene Agnew, and converted the partnership to the corporation, Defendant
23 CSI, without her knowledge or consent. In doing so Robert gave Gene Agnew
24 controlling interest and title of the new corporation , which Agnew held
25 through his ownership of North American Seed Company, “NASC”.

26 65. In and around 2005 Robert asked Plaintiff to get involved in
27 overseeing AgriCoat’s managing partner, Todd Zehr, after several
28

EXH 042

1 complaints about Zehr's activities began to surface.

2 66. By 2006 Robert asked Susan to stop operating her event
3 production and publishing business and focus entirely on managing their
4 investment in AgriCoat, for which AgriCoat would pay her.

5 67. In 2006 Susan discovered Zehr had been embezzling from
6 AgriCoat since the time Steven and his wife, Leslie Bassi, and other T&A
7 employees had formed the company and allowed Zehr to manage it and
8 formulate organic products the company placed in the marketplace.
9 Specifically, Steven Bassi, and the other AgriCoat partners, allowed Todd
10 Zehr, to keep the information and ingredients of its flagship Natural II
11 formula secret as the formula was applied in organic farming operations
12 throughout the Salinas Valley for numerous agricultural businesses,
13 including T&A.

14 68. Ultimately Susan Bassi's investigation led to Todd Zehr being
15 criminally prosecuted and convicted by the Monterey County District
16 Attorney based on a complaint filed by Plaintiff, where she was assisted by
17 AgriCoat Attorney John Kesecker. Susan Bassi's victim statement in that
18 matter resulted in a King City Judge banning Todd Zehr from participating
19 in California agricultural businesses for a period of three (3) years and Zehr
20 ultimately returned to his family farm in Illinois as a result. Steven Bassi
21 followed these events with great interest, repeatedly asking Susan about
22 her investigation and the criminal justice process.

23 69. In and around the time of Zehr's criminal prosecution and civil
24 removal from AgriCoat, as managed by AgriCoat attorney John Kesecker,
25 the Salinas Valley agricultural industry suffered devastating losses in
26 connection with an E. Coli outbreak associated with spinach crops and
27 packaged salad products. Plaintiff is aware that during this time Steven
28

EXH 043

1 Bassi worked closely with the USDA as well as state and local protocols to
2 establish food safety protocols that would apply to all T&A's salad
3 processing operations. Meanwhile AgriCoat, whose business was highly
4 depended on spinach seed treatments and processing suffered losses from
5 the reduction of consumer demand for spinach during this time, and from
6 the harm Todd Zehr had imposed on the operation and good will in the
7 region.

8 70. In 2008 Robert informed Plaintiff he suspected Agnew was: (1)
9 Growing seed for farmer Dennis Caprara in a manner that would violate
10 the rights of patent holders who were largely Seed Breeding Companies'
11 clients.

12 (2) Booking Seed Multiplication Contracts through North American
13 Seed Company, "NASC", and not passing the income from those contracts
14 on to CSI, while CSI paid all the expenses to produce the seed to fulfill those
15 contracts, without passing on the revenue to offset the expenses as had
16 been agreed in forming the initial Agnew- Bassi partnership in early 2000.
17 Since Robert had allowed Agnew to dilute the partnership agreements with
18 the formation of CSI, Kesecker had advised Robert had left Plaintiff
19 powerless to legally address Agnew's deceptive business practices and
20 breaches of fiduciary duty.

21 71. After consulting with attorney John Kesecker, AgriCoat
22 partners, and their wives, and the appropriate conflict waivers were signed,
23 and John Kesecker became the attorney for CSP. Robert and Plaintiff
24 instructed Kesecker to draft corporate formation documents titled in their
25 names alone, and Susan believed that process resulted in the formation of
26 CSP where Robert agreed he and Plaintiff would fully divest from CSI to
27 eliminate their dependence on unethical and unscrupulous partners

28 EXH 044

1 involved in their future seed multiplication business endeavors.

2 72. In and around mid-2009, Plaintiff discovered Albert Villanueva,
3 the replacement for Todd Zehr at AgriCoat, was engaging in conduct like
4 what she had observed and complained of in connection with Zehr's
5 misconduct.

6 73. During this same time, Plaintiff discovered Robert Bassi and,
7 she is informed and believes, attorney John Kesecker had conspired to
8 remove Susan Bassi's name, title, and interest from CSP, contrary to
9 agreements made and documents Plaintiff had signed when the company
10 was in the formation process. These stresses resulted in Robert leaving the
11 family home and going to live with his brother, Steven Bassi, until such time
12 as Robert agreed to restore Plaintiff's name, title, and access to CSP.

13 74. On information and belief, it was during this time Steven Bassi
14 recruited his brother, Robert Bassi, for the purpose of replacing Ken Dubas
15 and the 3 Star seed multiplying business to the Enterprise.

16 75. In early 2010 Albert Villanueva fabricated a false claim against
17 Plaintiff, resulting in Robert meeting with AgriCoat partners, where
18 Plaintiff was not present. When Robert returned from the meeting, he told
19 Susan he believed it was best to shut down the AgriCoat operation, but
20 Albert and Mike Muller, the remaining partners, wanted to keep running
21 the business. Robert convinced Susan to sell their interest in AgriCoat,
22 where Robert controlled access to all the information and records that were
23 used as the basis for the sales negotiations.

24 76. The terms of the buyout from AgriCoat included payments to
25 Robert and Susan over time, and contracts for AgriCoat to mill seed at a
26 highly competitive prices for the benefit of CSP.

27 77. In 2010, with the proceeds of the sale from AgriCoat, Robert

28 EXH 045

1 instructed Susan to look for a home in the Los Gatos school district where
2 they could send their youngest two children to public schools that ranked
3 higher than the public schools available in Gilroy.

4 78. In mid-2010 Robert took out a loan against the Gilroy property,
5 in his name alone, where he reported he needed to “invest” \$100,000 for the
6 benefit of making CPS independent of CSI. He never accounted for these
7 funds or how it was used, but the accounting records Susan was provided in
8 2014 indicate the funds were used to invest in the Enterprise where Robert
9 knowingly engaged in racketeering activity, as evidenced by large payments
10 made to CSP by Defendant’s Rava and Braga.

11 79. In October 2010 when Robert and Susan were purchasing a
12 home in Los Gatos, Robert noted he had received an unprecedented
13 “\$52,000” prepayment from a farmer Susan had known from AgriCoat,
14 Rodney Braga, who had inherited his father’s farming operations and who
15 once sat on the bank board of Pacific Valley Bank with Steven Bassi. After
16 consultation with the CPS and personal CPA , Chuck Doglione, it was
17 determined that the Braga prepayment could be used as a short-term
18 personal loan to assist in the purchasing of the Los Gatos property, provided
19 the loan was repaid in a short amount of time, which Robert noted was
20 possible based on the CSP growing and payment cycles.

21 80. In 2011 Susan discovered that the AgriCoat partners had sold
22 the business to Incotec, a competitor Susan had sought to sell to when they
23 believed Natural II was a viable product. Incotec was also known to be the
24 main seed processing service provider for T&A. Robert reported to Susan
25 he viewed Inctoeec having access to CPS information and milling contracts
26 would impair the CSP business operation, so Robert and Susan re-
27 negotiated their contracts and agreements with AgriCoat, after the conflict

28 EXH 046

1 with John Kesecker was addressed. A settlement agreement was then
2 negotiated before JAMS retired Judge Silver, and AgriCoat transferred the
3 milling equipment to CSP, providing an opportunity for Robert to control
4 the milling process for seed CSP contracted to produce with Seed Breeding
5 Companies who required such services.

6 81. Susan largely negotiated the 2010 and 2011 legal matters
7 without any information, relying on Robert to negotiate fair prices and
8 terms based on his knowledge and information where he had full access to
9 the business books and records. Robert also had used and instructed Susan
10 to use AgriCoat email accounts for all their communications. Upon sale of
11 AgriCoat, Susan was blocked from accessing those emails while Robert
12 maintained access and was ultimately given copies of emails that would
13 have revealed the Enterprise's racketeering activities, but that Robert never
14 provided to Susan , nor produced in the Divorce Action.

15 82. In 2012 Robert Bassi filed the Divorce Action and over the next
16 nearly 10-year period, he successfully deprived Plaintiff and her lawyers
17 access to information about the Seed Companies. Robert continues to pay
18 his divorce lawyers in the family court to continue to deprive Susan with
19 information that would reveal the Enterprise and the racketeering
20 activities.

21 83. By selling their interest in AgriCoat, Robert succeeded in
22 removing Plaintiff from the organic community and the Salinas Valley,
23 where she would have been able to discover the racketeering activity of the
24 Enterprise. By moving Plaintiff from the Gilroy area where she had lived
25 and worked in the organic agricultural industry for over twenty years,
26 Robert Bassi was further able to protect the Enterprise from being
27 discovered.

28 EXH 047

1 **B. Defendant’s Expertise in Production & Lettuce Mosaic**
2 **Virus Critical to the Enterprise**

3 84. Lettuce seed is produced through open pollination, unlike hybrid
4 seed such as broccoli and spinach, lettuce seed can be planted, pollinated
5 with wind and honeybees, and will produce viable seed that can be planted
6 in fresh lettuce farming operations. Open pollinated crops are easy for
7 farmers to save but pose challenges for Seed Breeding companies that invest
8 in seed development that seek to protect R&D investments. Therefore, Seed
9 Breeding companies must rely on patents and the integrity of the farming
10 industry to not steal their proprietary and patented seed material.

11 85. Defendant Robert Bassi began training in the lettuce seed
12 Industry when he began working for businesses owned by Merv Selvidge. In
13 and around 1980, Robert Bassi worked for Merv in lettuce seed production
14 fields during his summer vacations from Palma High School in Salinas. He
15 worked the lettuce seed production fields along with peers and fellow track
16 team members Nathan Olivas and David Griffin. Nathan Olivas would later
17 go on to act as President of Progeny Advanced Seed Genetics, and David
18 Griffin would form Shamrock Seed, which now operates as Vilmorin, both
19 companies ultimately became clients of seed multiplying businesses owned
20 and operated by Plaintiff and Robert Bassi.

21 86. Summer work for the Palma High School student athletes
22 required them to endure long hot days in California’s San Joaquin Valley
23 where they worked learning to weed, water, and walk fields scouting for
24 healthy lettuce plants and learning to identify and remove plants infected
25 with the Lettuce Mosaic Virus, “LMV”.

26 87. Lettuce seed crops are grown and tested to assure seed is free
27 of LMV disease to meet phytosanitary requirements found in the Salinas
28

EXH 048

1 Valley. Lettuce seed that passes rigorous testing to assure it is LMV free,
2 garners 10-20 times higher seed multiplying contract prices than lettuce
3 seed that is not grown to assure it is LMV free.

4 88. As Robert and his peers spent their summers learning the LMV
5 free lettuce seed production business, Nathan Olivas' father, Nathan Olivas,
6 Sr., and Ken Dubas were reportedly engaging in a practice informally
7 known as *Midnight Shovel Breeding*, a practice of stealing desired
8 genetics from the research and development fields of competitors and
9 turning those genetics into seed that can then be multiplied and sold under
10 their own brand.

11 89. All lettuce seed planted in the Salinas Valley is required to test
12 free of LMV before it is planted. Therefore, regardless of the seed genetics
13 of various lettuce varieties a farmer has available, the seed must originate
14 from a Seed Multiplier with the expertise and ability to assure the lettuce
15 seed ultimately planted in a farming operation is free of the LMV disease,
16 this makes Seed Multipliers the gate keepers of the Salinas Valley's fresh
17 lettuce distribution channels.

18 90. Defendant Steven Bassi began his professional career in the
19 Salinas Valley as a pest control advisor. By 1988, he became employed by
20 Tanimura and Antle, "T&A", where he ultimately was charged with
21 overseeing "T&A's" farming operations and the company's transition into
22 the processing, packaging, and distributing fresh vegetables, namely
23 lettuce, throughout the United States, Mexico, and Canada.

24 91. Over the past thirty years lettuce crops have become so
25 financially significant to California's Salinas Valley area, that farmers
26 growing lettuce commonly refer to it as "**Green Gold**".

27 92. The lettuce industry has exploded in the Salinas Valley area
28

EXH 049

1 leading to an expansion of investment in support businesses that provide
2 irrigation, pest management, testing labs, banking services, marketing
3 support, seed milling, packaging, equipment sales, and researchers who
4 support the area and provide important information for regulators and law
5 makers seeking to address agricultural and environmental concerns.

6 93. Most significant has been the evolution of salad processing
7 plants such as those operated by Defendant T&A , where regional farmers
8 provide fresh lettuce products that are packaged and shipped to restaurants
9 and retail grocers in a manner that keeps pace with what has become an
10 insatiable demand for lettuce products and packaged salads.

11 94. Producing a plethora of red, green, romaine, spring mix and
12 microgreen lettuces, Salinas Valley has been dubbed the “*Salad Bowl of*
13 *the World*”.

14 **C. Lettuce Seed Counterfeiting: Midnight Shovel Breeders &**
15 **Lettuce Launderers**

16 95. Defendants used lettuce seed and fresh lettuce production as the
17 cornerstone of the Enterprise. Lettuce seed is produced through open
18 pollination, a natural process that makes it easy to steal genetic material
19 and convert that stolen material to seeds that can be reproduced in large
20 quantities by Seed Multipliers capable of concealing the identity of the
21 seed’s label and mark from regulators and rightful patent owners.
22 Ultimately stolen seeds are multiplied and distributed by the Enterprise
23 then grown in fresh lettuce farming operations in a manner where the stolen
24 and mislabeled seed avoids detection.

25 96. Individuals and businesses intent on stealing patented lettuce
26 genetics for their own use and profit, or for the benefit of the Enterprise,
27 have demonstrated a historic practice of digging up lettuce plants in the
28

EXH 050

1 research and development fields of their competitors. This is a practice
2 referred to in the industry as “Midnight Shovel Breeding” and the
3 individuals who engage in the illicit practice are known as the “Men with
4 the Golden Shovels” or “Midnight Shovel Breeders”.

5 97. After stealing plant genetics from R&D fields, Midnight Shovel
6 Breeding thieves produce small amounts of seed from the stolen genetics
7 they desire to mark as their own. Stolen seed is then sent to Seed Multipliers
8 who have the capacity to turn small seed samples into thousands of pounds
9 of stolen seed. One pound of stolen seed can be multiplied into 800-3500
10 pounds of seed that can be deceptively marked, sold at a discount, and
11 distributed through a black market controlled and operated by the
12 Enterprise in a manner that avoids detection from legitimate seed
13 businesses and regulators.

14 98. Defendant Jerry Rava has been known to complain that his seed
15 and seed planting costs run on average \$500 per acre. In the legitimate seed
16 distribution markets, lettuce seed that offers farmers disease resistance and
17 traits to increase the farmer’s odds of obtaining a sellable fresh lettuce crop
18 cost on average \$135 per pound, a cost that typically contains a 25%
19 commission for Seed Dealers who act as agents for Seed Breeding
20 Companies, or rightful patent holders. Costs for Seed Breeding Companies
21 that contract with Seed Multipliers typically average \$43 dollars per pound,
22 providing huge incentives for Defendants Rava and Braga to cut out Seed
23 Breeding Companies and Seed Dealers as such scheme saves Defendant
24 Farmers nearly \$100 per pound of seed purchased, and up to \$400 per
25 planted lettuce acre.

26 99. Plaintiff is informed that when farmers plant Spring Mix lettuce
27 on 80-inch beds, with 1” of spacing and twenty- one (21) lines per bed , such
28

EXH 051

1 planting would require 3.5 pounds of lettuce seed. Iceberg and Romaine
2 lettuces with 5 lines and 2” spacing require four (4) pounds of seed, giving
3 farmers a tremendous incentive to reduce seed costs in large growing
4 operations where Seed Multipliers working for the benefit of the Enterprise
5 are willing to assist farmers in stealing patented seed by selling seed
6 belonging to Seed Breeding Companies at a greatly reduced price.

7 100. As a general practice, Seed Multipliers operate to multiply seed
8 for Seed Breeding Companies who own the patent, or hold proprietary
9 rights, to the seed they contract with Multipliers to produce. Seed Breeding
10 Companies typically contract seed multiplication services in writing. These
11 contracts set forth the requirements for production and payment. Payment
12 typically is assured on the Seed Multiplier’s performance and delivery of
13 seed that meets the terms of the contract.

14 101. Plaintiff was informed directly by Defendant Rava, that co-
15 conspirator Robert Bassi instructed him to pay for seed in advance of
16 production. The limited books and records produced by Robert Bassi and his
17 attorney Brad Baugh during the Divorce Action contained no contracts
18 Plaintiff knew would typically exist. Further, the “prepayments” that were
19 evidenced in the Seed Companies financial records, consistent with
20 racketeering activity and not with the historical operation of the business
21 where clients of the business were Seed Breeding Companies.

22 102. The incentive to conspire to reproduce seed for farmers who are
23 not Seed Breeding Companies is seen by the large cash or prepayments a
24 Seed Multiplier collects from farmers that are not typical of payment
25 amounts or terms paid by Seed Breeding Companies. Farmers participating
26 in the Enterprise assure multiplication of patented seed they have no legal
27 right to multiply, act in a manner that serves to reduce their overall seed
28

EXH 052

1 costs by over 50%. A substantial savings for large growing operations.

2 103. The incentive for a Seed Multiplier to have their growing
3 operation funded by a farmer not entitled to reproduce seed is unfathomable
4 but was exactly what Robert Bassi and Gene Agnew agreed to do where
5 Robert Bassi used the funds not only to fund the CSP business, but to fund
6 his litigation expenses in the Divorce Action to protect the Enterprise from
7 being investigated or discovered by Plaintiff.

8 104. To avoid detection of the scheme, and violating the false seed
9 statute, 7 U.S.C. §1562, the Enterprise assures phony seed is sent directly
10 to farmers and large commercial growers whose farming operations have
11 sufficient acreage to effectively launder the phony seed into fresh lettuce.
12 This is only possible by conspiring with Seed Multipliers where seed is
13 produced, invoiced, tested, and shipped in a manner that avoids detection
14 from rightful patent owners, legitimate seed distributors and regulators.
15 Consistent with this practice, Robert Bassi once reported to his wife that he
16 had to make deliveries to Rava's ranch at midnight, arguably to avoid being
17 seen by legitimate Seed Dealers, Breeding Companies, and regulators.
18 Once stolen seed is planted in the ground, it becomes fresh lettuce and the
19 origin of the seed producing that crop is difficult to investigate.

20 105. When a farmer delivers seed to a Seed Multiplier, both the
21 farmer, and the multiplying business know the seed being multiplied is
22 infringing on patents, but conspire to claim, label, invoice and report seed
23 being multiplied is a "Public Variety" subject to Fair Use. Robert once
24 reported he wanted Susan Bassi to use her client connections at AgriCoat
25 to introduce him to Defendant farmer Jerry Rava, When Susan questioned
26 the motive, Robert claimed he could grow public varieties that could be used
27 in his large growing operations when patented seed was not needed.

28 EXH 053

1 Plaintiff made the introduction to Rava through his main farming manager,
2 “Pete”. Pete was responsible for procuring seed for Defendant Rava and
3 assuring the costs for the seed was properly charged. At one point Robert
4 Bassi was heard telling a farmer that if the farmer purchased seed from a
5 Seed Dealer, in small amounts, that seed could be reproduced in large
6 quantities for a lower cost. Robert Bassi verbally revealed the scheme of the
7 Enterprise when he made those statements.

8 106. Farmers and large-scale growers typically report paying \$500
9 per acre to buy and plant lettuce seed for their farming operations.
10 Contained in this cost would be patented seed that averages \$135 per pound,
11 or public varieties that average \$80 per pound. The higher priced seed costs
12 provide mildew resistance and other benefits. Farmers rarely seek to save
13 \$55 per pound of seed in a manner that could result in not assuring a viable
14 fresh lettuce crop, so patented seed, and the insurance it provides is
15 typically used in large and small farming operations as a risk management
16 and general business practice.

17 107. Seed Multipliers charge on average \$43 per pound of lettuce seed
18 multiplied for either a patented seed variety, or a public variety.

19 108. Seed Dealers assist farmers in selecting patented seed varieties
20 for use in their farming operations, as offered by Seed Breeding Companies.
21 In return for the work needed to obtain the sales to farmers, Seed Breeding
22 Companies typically pay Seed Dealers 25% commissions as their agents.

23 109. Seed Breeding Companies invest in Research and Development,
24 R&D, create unique combinations of non- GMO genetics that assure disease
25 resistance and characteristics needed by farmers to generate a successful
26 lettuce crop. Fresh lettuce crops are typically contracted in advance with
27 businesses that include Dole, Taylor Farms and Tanimura & Antle, the

28 EXH 054

1 largest Grower Shippers in the Salinas Valley.

2 110. Farmers plant lettuce to meet contracts terms of large shippers
3 and to supply fresh lettuce to local farmer’s markets or through distribution
4 networks that sell and distribute large quantities of fresh lettuce products
5 to fast food chains, fine dining establishments, and consumer retail stores
6 including Safeway, Trader Joes, Whole Foods, and Costco.

7 111. Seed and fresh lettuce distribution channels are highly
8 regulated by local, state, and federal agencies. In California’s Monterey
9 County, local phytosanitary and labeling requirements exist to assure
10 transparency designed to protect the environment and prevent the spread
11 of pathogens that can infect soil in a manner that can depreciate land
12 values in agricultural regions. Organic lettuce is highly regulated and is
13 additionally monitored by agents for the USDA’s National Organic
14 Program, “NOP”, as a matter of public protection.

15 112. Any agricultural product in the organic distribution network
16 found to contain a prohibited material, or to have used prohibited materials
17 during the production process, stands to invalidate organically certified
18 ground where the material was planted. Use of prohibited materials or
19 processes stand to compromise farmer’s organic certifications, as well as the
20 certifications of processors and handlers in the organic distribution
21 networks. The organic certification process, necessary to label any fresh
22 salad product as organic can only be monitored in legitimate commerce
23 channels where seed lot numbers, labels and audit trails are fully
24 transparent.

25 113. Those operating in the Enterprise seek to avoid legitimate
26 business channels and conspire to deceive organic consumers who pay as
27 much as a 20% premium for lettuce and salad products they expect to be

28 EXH 055

1 grown with the highest degree of integrity.

2 114. Large growers and farming operations rarely use Public Seed
3 Varieties. This is largely because the soil prep and planting costs are
4 extraordinarily high and planting seed that might not germinate, or that
5 might be susceptible to disease pressure such that it could fail to produce a
6 viable fresh lettuce crop is not a sustainable farming practice.

7 115. Attempting to reduce \$135 per pound in lettuce seed costs by
8 using Public Varieties or purchasing seed that will not prevent disease
9 pressure widely known to occur in the Salinas Valley and Yuma, Arizona
10 growing regions is penny-wise and pound-foolish. Such practice would not
11 be supported by growing reports, pest control records or invoices and records
12 of a legitimate farming operation.

13 116. Defendants Steve Bassi and T&A play a crucial role in the
14 Enterprise . A documented history of willing to shortcut regulations and
15 align with unethical individuals such as Ken Dubas, T&A and Steven Bassi
16 have consistently acted with reckless disregard for public safety and ethical
17 business practices by continuing to partner with individuals willing or
18 desiring to engage in a scheme to reduce their growing costs and gain an
19 unfair competitive advantage.

20 117. In 2021 Susan Bassi was able to confirm the following :

21 A. From at least 2012 – 2014 Jerry Rava purchased large amounts
22 of seed from CSP where the sales purchased were not historically
23 supported.

24 B. In and around 2014 an independent audit conducted by a Seed
25 Breeding Company , RZ , resulted in a claim that T&A salad
26 products were selling large amounts of lettuce products that that
27 contained the genetic material of patented seed , yet the sales to
28

EXH 056

1 T&A growers of the patented seed did not support the volume of
2 seed purchase by growers in the region who supply fresh lettuce
3 products to T&A.

4 C. In and around this time Jerry Rava was confronted with a claim
5 that he had infringed on seed patents and he “ wrote a check”.

6 D. In and around the time RZ patented seed material was being
7 stolen and placed into fresh lettuce products, Susan Bassi is
8 informed Gene Agnew was multiplying seed for RZ as billed
9 through NASC, and as grown in a concealed manner at the
10 expense of CSI.

11 E. Defendant Jerry Rava reported that when inspecting the crop,
12 he had prepaid CSP to produce, a crop that reportedly made up
13 approximately 40% of the CSP seed multiplication revenues from
14 2011- 2013, he noted the production he inspected was
15 “infinitesimal “ when compared to the rest of what Robert Bassi
16 claimed to be his growing operation.

17 F. Rava reported Robert directed him to prepay to cover his growing
18 costs during what would have been the Divorce Action. This
19 revelation differs from the testimony of Robert Bassi and
20 argument of his family law attorney Brad Baugh, who stated to
21 Plaintiff, and the court, the businesses were being run as they
22 always had been. This is false, as previously the clients never
23 prepaid; the Seed Companies did not receive payment until after
24 delivery of a successful crop.

25 118. Seed Breeding Companies typically sell seed through Seed
26 Dealers and pay commissions on sales to farmers they bring in as indirect
27 customers for Seed Breeding Companies. These sales also create records of

28 EXH 057

1 the volume of seed legitimately being sold to farmers. Once records are
2 provided , they can be netted out with planting records, pest control advisor
3 records and other public records that overlap the records of Grower
4 Shippers who track salad bags by lot numbers as a matter of public safety
5 in the event of a food borne pathogen outbreak linked to E coli, Salmonella
6 and Listeria.

7 119. Members of the Enterprise willing to sell seed that is improperly
8 labeled , and that served to deceive the public and agricultural regulators,
9 to reduce their seed costs, work not only for self – serving financial gain and
10 place the integrity of the nation’s food supply at risk.

11 **A. Defendants Large Payments Evidence Racketeering Activity**

12 120. Prior to 2010 Seed Companies owned and operated by Robert
13 Bassi and Plaintiff offered seed multiplying services through CSP and CSI
14 to Seed Breeding Companies that typically contracted services to reproduce
15 their patented seed. On average the Seed Companies’ clients paid \$20-
16 100,000 for these services.

17 121. Historically, Robert Bassi repeatedly reported that reproducing
18 public varieties was highly disfavored and was rarely done. He was
19 regularly adverse to interacting with Seed Dealers whom Susan worked
20 with on industry committees and while managing the Bassi interests in
21 AgriCoat, where Seed Dealers contributed most company revenue.

22 122. Seed Companies’ clients are typically Seed Breeders that hold
23 legal patents on non- GMO seed they contract to multiply. Clients of Seed
24 Multipliers invest in research and development over long periods of time to
25 make genetic selections of lettuce plants that provide optimal disease
26 resistance, desired traits and vigor that will assure farmers are successful
27 in producing fresh lettuce crops from the selected and patented seed.

28 EXH 058

1 123. Traditional non- GMO seed breeding programs of Seed
2 Breeding Companies are costly to maintain. As a result, it can take Seed
3 Breeding Companies years to develop final selections that are then named,
4 patented, and marketed to seed associations, Seed Dealers, and large
5 farmers able to pull seed into their growing programs.

6 124. In 2014 Robert Bassi provided business records in the Divorce
7 Action where Plaintiff saw those records for the first time. Most alarming
8 was the discovery that Robert began sometime in 2010 to conduct business
9 that appears to have been entirely for the benefit of the Enterprise. Not only
10 did Robert NOT divest from CSI as he stated was the intent in forming CSP,
11 but he also increased payments for CSI growing expenses and collected
12 payments from farmers that came to represent 80-90% of CSP's annual
13 revenue. The remaining clients were all Seed Breeding Companies Susan
14 Bassi had brought to the business based on relationships she formed in the
15 organic industry during her management of the AgriCoat business. When
16 Susan and her lawyers sought, and were granted, access to records that
17 would reveal the Enterprise's racketeering activities, Robert Bassi and his
18 lawyer, Brad Baugh, failed to comply with court orders to produce the
19 invoices and business records that would have exposed the Enterprise'
20 activities.

21 125. Nat Hales, an attorney who as paid as a private judge from CSP,
22 also assisted the Enterprise by obstructing Susan's access to records,
23 instructing the court appointed CPA to not account for CSP and CSI entities
24 as he was retained to do, and by issuing orders that precluded Susan from
25 reporting records of CSP and CSI to the taxing authorities.

26 126. In early 2016, in response to a subpoena, CSP and AgriCoat CPA
27 Charles Doglione, produced records Robert had provided to prepare the tax
28

EXH 059

1 returns for Robert Bassi’s personal tax returns and for the tax returns of
2 CSP. Records produced by Doglione showed variations and discrepancies
3 from the books Robert had produced to court appointed CPA in 2014.

4 127. Both sets of books showed “Bookkeeper” Margaret Russo began
5 being paid from CSP in 2013, as Robert claimed in the Divorce Action to be
6 doing the bookkeeping and accounting himself after the long-time
7 bookkeeper, Wanda Compton was unavailable for health reasons.

8 128. Records produced by Robert Bassi in the Divorce Action show
9 that for the 2011 fiscal year, CSP made the following revenue claims in their
10 P& L Statements:

11 7/2011- 6/2012 Gross Profit = \$1,590,490
12 Income
13 \$1,284,534 - Conventional Lettuce Production
14 \$ 252,413 - Organic Lettuce Production
15 \$ 53,542 – Winter Crop Production
16

17 129. By CSP 2011 fiscal year end, Robert Bassi accepted the following
18 payments from two farmers who would not have the right to multiply patent
19 protected seed:

	<u>Braga</u>	<u>Rava</u>
	\$ 207,200	\$433,000
	\$ 392,800	\$136,440
	\$ 76,861	
	\$ 25,398	
	\$ 200,000	

27 130. In the fiscal year before he filed the divorce action, the
28

EXH 060

1 community farming businesses began accepting large payments that not
2 only reveal the racketeering activity, but that evidence Robert Bassi was
3 not in fact operating the businesses prudently as he had testified in the
4 Divorce Action and he was in fact acting in a manner to harm the good will
5 of CSP, to steal from CSP clients and to collect payments to fund his
6 personal divorce case with the aim of silencing his former wife while
7 obstructing her ability to investigated his illicit activities.

8 131. Payments from CSP to Margret Russo began as the financial
9 records of the business changed dramatically and as Russo was also
10 employed as a legal assistant for Robert Bassi's first divorce lawyer, Richard
11 Roggia. As a bookkeeper for CSP Russo had access to records Susan, an
12 equal owner of CSP did not. Further, Russo was paid as for "bookkeeping "
13 services when false financial records and statements were prepared first by
14 Chuck Doglione, then by Donald Glenn and more recently by Defendant
15 Burak who provided financial information they knew to be false to the
16 taxing authorities and the court over the course of the nearly 10-year
17 Divorce Action.

18 132. Most egregious was the claim that Robert Bassi complied with
19 his support orders during the divorce action when in fact the payments
20 Defendant Burak claimed to be support were payroll payments Susan Bassi
21 had received from CSP since the time the company was formed.

22 133. After the Divorce Action 2018 trial, Robert Bassi and Burak
23 continued their fraud by reporting to EDD that Susan had never been a
24 CSP employee which served to obstruct and delay her right to obtain
25 unemployment benefits.

26 **B. Racketeers Conceal Clients and Ghost Harvesters**

27 134. When Susan first saw the books and records of CSP and CSI in
28

EXH 061

1 2014, the records indicated that Robert Bassi had not in fact divested from
2 CSI, but had instead increased investment in CSI , impairing Plaintiff's
3 interest in CSP. The records revealed how Robert and Gene conspired to
4 avoid taxes and discovery by varying fiscal year ends where large amounts
5 of money and a complex accounting scheme served to avoid taxation, as well
6 as payments and taxes for NASC employees who did not work for CSI, but
7 whom CSI had on payroll.

8 135. CSI tax returns confirm equipment purchased in the initial
9 Agnew- Bassi partnership was rolled into CSI without consent or notice to
10 Plaintiff. The tax returns also showed mechanical harvesters were not
11 purchased as Robert had claimed. They were purchased at a much lower
12 cost and depreciated by a quantity that no witness, or legitimate records,
13 would ever be able to claim to have existed.

14 136. On information and belief, Robert and Gene Agnew conspired to
15 increase their depreciation deductions on equipment that unlikely never
16 existed in the CSI operation.

17 **C. Bassi Marriage and Successful Lettuce Seed Business**

18 137. Long before his agricultural racketeering, Defendant Robert
19 Bassi married Plaintiff in 1989. Together they built successful agricultural
20 businesses and companies while raising three sons.

21 138. After graduating from the University of California at Davis,
22 Robert Bassi returned to work full time for Quali-Sel, a Lettuce Seed
23 Breeding and Multiplying Business, owned in part by Merv Selvidge where
24 Robert had worked since he was in high school. Robert's work at Quali- Sel
25 involved learning more details of the Seed Multiplying Business where Merv
26 assured Robert was taught everything from client retention, milling and
27 delivery of seed produced through contracted services.

28 EXH 062

1 139. After Robert returned to work for Merv in the Salinas Valley, he
2 was offered an opportunity to begin North Pacific Seeds, “NPS”, a
3 partnership Merv Selvidge entered into with Phil Hancock, principal owner
4 of South Pacific Seeds, “SPS”, an Australian based seed multiplying
5 business.

6 140. While managing NPS, Robert was responsible for maintaining
7 clients brought to the business by Merv Selvidge and SPS. These clients
8 were typically Seed Breeding Companies, or Seed Breeder Producers,
9 businesses that developed and patented seed genetics that required NPS,
10 and other Seed Multipliers, to increase seed in a manner that would
11 ultimately become their sales inventory.

12 141. Under Robert’s supervision, NPS thrived. Unique to other Seed
13 Multipliers in North America, NPS invested in the fabricating of proprietary
14 mechanical harvesters, with knowhow brought to the partnership by SPS
15 in Australia and New Zealand. Once operational, these harvesters were
16 used in NPS’s California lettuce seed multiplying operations.

17 142. Mechanical harvesters reduce labor costs and give Seed
18 Multiplying Companies a significant competitive advantage when it comes
19 to seed multiplication services which are labor intensive.

20 143. By 1994 Robert had become disgruntled with his pay and
21 working conditions at NPS. He made a formal demand for more money, and
22 company ownership. NPS denied the request but offered Robert and Susan
23 an opportunity to invest in SPS stock, which they did.

24 144. In and around this time Robert and Susan sold their home on
25 Laurel Drive, where Robert operated NPS from the garage of the home, and
26 moved to 1733 Hecker Pass, which provided Robert large office space to
27 accommodate enough desk space for bookkeeper Wanda Compton.

28 EXH 063

1 145. Around this time Robert asked Susan to quit her job and highly
2 successful career to assist him with NPS, though she was not employee.
3 Robert also asked Susan to care full time for their three sons to reduce
4 childcare costs, to assist him with his career with NPS, including
5 interviewing and hiring employees and overseeing Wanda Compton's
6 bookkeeping services.

7 146. After three more years and successes under his belt, Robert
8 again asked Merv Selvidge and Phil Hancock for more money and ownership
9 in NPS. When his demands were not met, Robert Bassi tendered his
10 resignation and by 1998 became employed by Defendant Tanimura &
11 Antle's, "T&A", where he worked under the management and supervision of
12 his brother, Defendant Steven Bassi.

13 147. In and around this same time, Robert informed Susan he had
14 been approached by a Seed Multiplier, Defendant Gene Agnew. Robert
15 noted Agnew was the owner and operator of North American Seed, NASC,
16 a vegetable seed multiplier that primarily focused on bean crops, but who
17 had a desire to sell lettuce seed to his client base.

18 148. Robert and Susan formally agreed, in writing, that they would
19 enter into a partnership with Agnew and his wife. The agreement set forth
20 that Gene would provide clients to the partnership and assist with day-to-
21 day farming management of the lettuce seed crop, while Robert was to
22 handle the management of the crews and knowhow needed to produce
23 lettuce seed that was free of LMV disease. This involved retaining highly
24 specialized labor, running crews through labor contractors, and overseeing
25 planting, weeding, clients' visits, quality rouging, watering, pest control
26 sprays and harvest for Robert's part in the operation. It was agreed the
27 parties would share the costs needed to produce the lettuce seed crop and
28

EXH 064

1 split 50- 50 the revenue lettuce seed multiplication would provide. Because
2 of the startup nature of the partnership, Robert was required to work for
3 T&A during this time to support the family, since Susan had given up her
4 career in surgical sales to support him years earlier.

5 149. While working for T&A, Robert Bassi worked in the seed
6 department where T&A sought to start their own lettuce breeding and seed
7 production to vertically integrate the business. During his employment with
8 T&A Robert assisted the company retain a mechanical harvester based on
9 the proprietary knowhow Robert had learned working for NPS. T&A,
10 desiring their own seed multiplication capability, accepted the knowhow
11 they knew came from SPS through NPS.

12 150. Robert and Susan's community money, and income from T &A ,
13 funded the new partnership with Gene Agnew.

14 151. During this time Robert Bassi approached his brother, Steven
15 Bassi, and offered his partnership with Agnew to multiply seed T&A
16 produced from its R&D program. Steven Bassi informed his brother that
17 T&A owners declined the offer and opted instead to partner with Ken Dubas
18 and the business he owned and operated known as 3 Star Lettuce.

19 152. In and around the time T&A hired Defendant Robert Bassi,
20 Plaintiff was present for many discussions at private and corporate events
21 where Defendant Steven Bassi expressed a desire to have his brother
22 explore expansion into seed multiplication knowhow so that T&A could
23 reproduce seed genetics they ultimately hoped to develop and integrate into
24 T&A growing operations. It was an endeavor outside T&A's normal scope
25 of business, but T&A desired it as part of a vertical integration strategy that
26 Defendant Steven Bassi, head of T&A's farming operations, sought to
27 deploy.

28 EXH 065

1 153. Through a complex agricultural distribution network, T&A, a
2 Fresh Vegetable Grower- Shipper, contracts with farmers and large-scale
3 growers to obtain fresh lettuce that it bags, packages, and distributes
4 through wholesale and retail outlets. T& A sells fresh packaged lettuce and
5 salad products to consumers. Over the years, T&A has invested in multiple
6 businesses and partnerships to vertically integrate their operation and
7 increase their efficiencies to make the company more profitable.

8 154. Lettuce for T&A's packaged salad products is supplied by
9 farmers and large agricultural growers, including Defendants Rava and
10 Braga, who operate year-round lettuce production operations in California's
11 Salinas and San Joaquin Valleys, as well as Yuma, Arizona. Packaged salad
12 can be either labeled under the T&A trademark and branding, or "white
13 labeled" as is customary for businesses including Whole Foods, Costco and
14 Trader Joes who market, under their own labels and brands, T&A packaged
15 lettuce products.

16 155. Defendant Steven Bassi, the highest-ranking non- family
17 member of T&A , had largely been charged with managing T&A's farming
18 operations since the early 1990s. He also was also heavily involved in the
19 T&A salad processing facilities including when there was an E. Coli
20 outbreak that resulted in more regulation and oversight for the industry.

21 156. When Steven Bassi declined his brother's proposal to produce
22 seed through the partnership co- owned with Plaintiff, and Gene Agnew,
23 Steven Bassi directed that a contract and partnership relationship instead
24 be forged with Mr. Ken Dubas and a seed multiplication (i.e., production)
25 business known as 3 Star Lettuce, LLC, a California limited liability
26 company ("3 Star"). (See, Exhibits "A" and "B," hereto). When Steven Bassi
27 made this recommendation, he held partnership interests in other
28

EXH 066

1 businesses with Mr. Dubas outside his employment with T&A, which
2 apparently T&A did not view as a conflict.

3 157. Steven also held an interest in a seed processing and coating
4 company known as AgriCoat, a seed business Steven formed with T &A
5 employees Ted Mills and Matt Plymale in anticipation of business that
6 would be generated based on the new partnership with Ken Dubas as
7 driven by business that would be provided through sales made to T&A and
8 others Dubas sought to obtain.

9 158. At the time T&A formed a partnership with Ken Dubas, he was
10 already infamous in the industry as the consummate “midnight shovel seed
11 breeder,” referring to the practice of raiding and digging up and stealing
12 seed plants from fields where seed patent companies conducted
13 experimental and other growing. Dubas’ conduct was known to continue
14 while associated with T&A, as evidenced by the “settlement” related to
15 Seminis’ allegations.

16 159. By 2003 Defendant Steven Bassi reported to Robert and Susan
17 that while partnering with Ken Dubas, T&A President and owner, Rick
18 Antle, since deceased, went to Mexico to pay off Seminis Seed, a Seed
19 Breeding company that had alleged that Ken Dubas was stealing their
20 genetics. Steven Bassi told Susan and Robert that Rick flew to Mexico on
21 the company’s new jet and took with him a “briefcase full of cash”, to resolve
22 the allegations. The Seminis allegations and “settlement” with T&A were
23 published, in part, in seed industry news publications as an effort to deter
24 companies from seeking out ways to infringe on the economic rights of seed
25 patent holders.

26 160. During this same time that Robert reported to Susan that he was
27 asked by his brother to travel to Mexico on the T&A jet, largely because
28

EXH 067

1 the company executives had been threatened and Robert was needed as a
2 body double for Rick's brother, Mike Antle, a reluctant participant in the
3 T&A business who was fearful of foul play and viewed Robert as a diversion.

4 161. In 2014 it was alleged, while T&A was associated with Dubas,
5 T&A packaged salad products again appeared to be infringing on patents
6 belonging to the Seed Breeding Company, “. The allegations were made after
7 patented seed varieties began to appear in T&A salad bags that were not
8 supported by Seed Dealer sales , to farmers including Defendant Rava and
9 Braga, farmers known to be providing fresh lettuce as contracted with T&A.
10 The allegations were settled privately, but in a June 11, 2021, phone call,
11 Defendant Rava confirmed he had settled the disputes by “ writing a check”
12 to cover the royalties that would have been due to the patent holder and the
13 Seed Multiplier who produced the seed and sold it to Rava who then
14 provided it to T&A was concealed.

15 162. By 2015, while consulting for Seed Breeder Producer Progeny, as
16 Robert Bassi was known to contracting seed multiplying services for
17 Progeny, Ken Dubas was found to be actively digging up plants in a
18 Progeny research and development field. Attached as Exhibit “A” is the
19 federal lawsuit a seed company filed in 2016 against Mr. Dubas, *Progeny*
20 *Advanced Genetic, Inc. v. Ken Dubas*.

21 163. During this same time, T&A had connections and did business
22 with Mr. Dubas, as shown by the shared seed patent for “Winslow” lettuce
23 issued in 2007, extracts from which are attached as Exhibit “B.”

24 164. Plaintiff is informed and believes, and thereon alleges, that Mr.
25 Dubas dealings with T&A were the impetus for T&A to enter into the
26 Enterprise to steal proprietary seed and produce desired “organic” and
27 other lettuce without having to pay the seed patent and proprietary holders

28 EXH 068

1 for their seed, royalties, fees, or other compensation for their seed variety
2 properties.

3 165. Plaintiff is informed and believes that T&A allowed Defendant
4 Steven Bassi to forge the seed multiplying business with Ken Dubas and 3
5 Star, while Robert was reassigned to a partnership T&A held with Syngenta
6 that was used to produce the Dulcinea personal watermelon. Robert had no
7 expertise or use for the Syngenta - T&A partnership and he was eventually
8 fired from the start-up endeavor.

9 166. After T&A terminated Robert, he was free to focus on his
10 partnership with Defendant Agnew. To supplement his income Steven Bassi
11 introduced Robert to David Hillie, the main producer of US Cabbage, where
12 Robert worked as a consultant.

13 167. Additionally, Steven offered Robert and Susan an opportunity to
14 purchase his interest in AgriCoat LLC, which Steven Bassi and his wife
15 Leslie claimed would be a passive ownership opportunity held with other
16 T&A employees, Ted Mills and Matt Plymale.

17 168. AgriCoat LLC produced, sold, and distributed organic seed
18 treatments and seed coatings to seed distributors, and organic farmers in
19 the Salinas Valley area. After Steven sold his interest in the business to
20 Robert and Susan, it was revealed T&A had been an AgriCoat client,
21 generating income for the business. In concealing information about T&A's
22 past sales history with AgriCoat, and his ability to cease sending that
23 business, Steve inflated the price he took for the company shares he sold to
24 Robert Bassi and Plaintiff. It was known that in and around this time,
25 Steven used proceeds from his sale of his interest in AgriCoat, and funds he
26 made in partnership with Dubas, along with is pay from T&A, to invest a
27 reported \$100,000 in the formation of Pacific Valley Bank, where Steven
28

EXH 069

1 Bassi would become a board member along with Defendant Rodney Braga
2 and others.

3 169. During a family cruise Steven and his family took with Susan
4 and Robert's family during this time, Steven explained the importance of
5 his position on the Pacific Valley Bank Board, the information it would
6 provide on T&A competitors and private parties applying for loans. He
7 further discussed the SEC clearance process, which he reported passing
8 with flying colors.

9 170. Once the interest in AgriCoat was transferred to Robert and
10 Susan Bassi, Steven Bassi reportedly directed the remaining partners who
11 were T&A employees, to sell their interests or risk losing their employment
12 and standing with T&A. Once all T&A partners sold out of AgriCoat, Steven
13 directed that all T&A business to AgriCoat was to cease, diluting the value
14 of the partnership he had sold to his brother and Plaintiff.

15 171. In selling his interest in AgriCoat to Robert and Susan, Steven
16 expressed that new leadership at T&A frowned on outside business
17 partnerships held by employees and wanted to assure Steven focused on his
18 T&A duties. Steven Bassi reported that by selling his interest in AgriCoat,
19 T&A would allow him to maintain a partnership with Mr. Dubas in a
20 blueberry production business, as it would not overlap with T&A business
21 interests.

22 172. Around the time Defendant Steven sold his interest in AgriCoat,
23 he reported T&A had gifted him land that could be used for seed production,
24 but that also that held valuable water rights that T&A needed which it
25 wanted Steven to hold in his name, but for the benefit of T&A. Susan
26 became aware that Robert and Steven explored renting the land T&A had
27 "gifted" to Steven for the partnership Robert and Susan held with Agnew.

28 EXH 070

1 173. Ultimately T&A specified that in gifting Steven the land, Steven
2 would be required to lease the land back to T&A where it was reportedly
3 used for seed production and research by Ken Dubas and 3 Star, a business
4 that competed with the partnership Robert and Susan held with Defendant
5 Agnew.

6 174. On information and belief, the land gifted to Steven by T&A, held
7 valuable water rights. As part of the “gift” Steven reported T&A sought to
8 maintain control of the property through leases, but also required Steven to
9 direct the property’s water rights for the benefit of T&A, for a period of ten
10 (10) years. This benefited Dubas and 3 Star in which, Plaintiff is informed
11 and believes and thereon alleges, T&A had increased its partnership
12 interest over the ten (10) years T&A received water from the land it had
13 “gifted” to Steven. Steven told Susan and Robert that the arrangement
14 surrounding the land restrained his management and control of the
15 property for about ten (10) years and that after about 2010 -2012 he would
16 be free to direct the land and water use as he saw fit, which could include
17 possible leasing to the partnership Robert and Susan held with Agnew.

18 175. Around this same time, 2002-2003 , Robert and Steven desired
19 to manage and control a valuable piece of farming land in Gonzales,
20 California, that they hoped to one day inherit from their father, Daniel A
21 Bassi. Concerned about controlling their inheritance and the farming land
22 they expected would come with it, Steven and Robert formed a Limited
23 Partnership, Daniel A. Bassi Properties, with their father as part of a larger
24 strategy needed to gain control over their two sisters, whom they greatly
25 disfavored.

26 176. Knowing that their father was largely illiterate, having no more
27 than a third-grade education, Robert and Steven consulted with various
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EXH 071

1 professionals to whom they were referred by Defendant Braga. Defendants
2 Braga and Steven Bassi held seats on the board of Pacific Valley Bank as
3 it became operational. Steven reported to Susan that Defendant Braga was
4 part of a large growing operation and critical supplier of fresh lettuce for
5 T&A, a farming operation Defendant Braga hoped to one day inherit from
6 his father, Norm Braga.

7 177. In and around 2004, Defendants Robert Bassi announced he had
8 permitted Gene Agnew to convert their partnership and take controlling
9 interest in Defendant California Seeds, Inc., “CSI”, without Plaintiff’s
10 knowledge or consent. Robert noted Gene Agnew would hold controlling
11 interest titled under his company, North American Seed, Company,
12 “NASC”, while Robert took a minority share and held less power based on
13 the formation structure of the company’s board, where Gene insisted on
14 controlling two of the three seats.

15 178. All assets in initial partnership Robert and Susan had
16 accumulated with Gene and his wife were reportedly rolled into the new
17 corporation, as evidenced in CSI tax turns which Susan would not see until
18 2014, when the Divorce Action had begun.

19 179. Defendant Robert Bassi converted the partnership to Gene’s
20 title and control in CSI while secreting all aspects of the conversion from
21 Plaintiff. In the nearly 10- year Divorce Action Robert Bassi paid his
22 attorney, Brad Baugh, to quash joinder requests and discovery such that
23 neither he, nor any agent of CSI would reveal the corporate formation
24 documents, client lists and other evidence that would reveal the fraud of
25 Robert Bassi and Gene Agnew or their role in the Enterprise.

26 180. By 2005 Susan and Robert discovered the managing partner of
27 AgriCoat, Todd Zehr, whom Steven Bassi had hired and used in the
28

EXH 072

1 formation of AgriCoat's operation was found to be embezzling funds, and
2 managing the business in a manner that likely would have resulted in
3 serious regulatory fines and penalties for organic lettuce producer clients,
4 including T&A.

5 181. In and around this time Susan was required to dedicate all her
6 effort working for AgriCoat, where she also was the public face, as
7 Defendant's CSI business held a different client make up that precluded
8 Robert's involvement other than performing paperwork behind the scenes.
9 Ultimately Todd Zehr was convicted of financial crimes related to AgriCoat
10 and a King City judge restricted him from working in California's organic
11 agricultural industry largely based on the victim statement provided by
12 Susan Bassi where John Kesecker provided legal support as paid by
13 AgriCoat partners as a legal expense.

14 182. By late 2006 , or 2007, Todd was civilly removed from AgriCoat
15 and Robert Bassi, at the recommendation of Steven Bassi, retained Albert
16 Villanueva to take his place. Albert would later inform Susan that he had
17 previously been employed with T&A and had frequently been called by
18 Steven Bassi to work off hours, as a side hustle, at AgriCoat using milling
19 equipment on lettuce seed produced by T & A that had been multiplied by
20 Ken Dubas.

21 183. Around this same time Gene was known to send CSI milling
22 business to Central Seed Services, where gene reportedly held a 50%
23 interest. The little business Robert controlled through CSI's legitimate Seed
24 Breeding Clients was sent for milling services at AgriCoat.

25 184. Seed Milling is a process of removing debris from lettuce seed
26 that has been produced in the field. Lettuce seed sent businesses for milling
27 and cleaning services is tracked by lot numbers and data to meet

28 EXH 073

1 agricultural regulations. Records in milling operations hold the potential to
2 reveal the Enterprise's illicit activities.

3 185. In and around 2006 , Robert and Steven Bassi sought to obtain
4 controlling interest in the land they hoped to one day inherit from their
5 father. Robert instructed Susan to appear at the offices of accountant Peter
6 Shah and sign a quit claim deed for the land so that Daniel Bassi, his father,
7 would be more comfortable giving Robert and Steven controlling interest in
8 the land as managed through a partnership, Daniel A Bassi Properties,
9 which paid profits to a capital account memorialized on their personal tax
10 returns. Robert told Susan she had to sign the papers presented to her
11 without a lawyer, and if she refused, he would cease making payments for
12 their eldest son's private school tuition at Palma and would cut off all credit
13 cards he had her use to pay the family bills and grocery costs for the
14 children.

15 186. In and around 2008 Robert Bassi informed Susan that he had
16 discovered Gene Agnew had been stealing from CSI. Specifically, Gene was
17 refusing to disclose the clients he was having CSI produce for and amounts
18 they paid , which by agreement was supposed to be shared 50-50 with
19 Robert and Susan but wasn't. Robert further informed Susan he suspected
20 Gene was using CSI to grow seed for a large farmer, Dennis Caprara, in a
21 manner that indicated Gene was using the CSI to assist farmers avoid
22 paying royalties and commissions on patented seed Caprara was growing in
23 his fresh lettuce operation. Robert noted such conduct would expose them
24 not only to financial losses and liability but could cost them good will needed
25 with Seed Breeding Companies who were their main clients.

26 187. Gene's conduct resulted in Steven referring Robert and Susan
27 first to attorney Effie Anastassiou, who had performed legal work for T&A
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EXH 074

1 which Steven had characterized as invaluable. Ultimately it was
2 determined AgriCoat attorney John Kesecker could better assist Robert and
3 Susan Bassi, and the AgriCoat partners, along with their wives, signed
4 conflict waivers such that Kesecker could act both as the AgriCoat and CSP
5 attorney.

6 188. In early 2008, AgriCoat attorney, John Kesecker, held several in-
7 person meetings with Robert and Susan and ultimately noted Agnew's
8 deceptive business practices could be costly to address legally. Kesecker
9 advised Robert and Susan to start their own company and divest from their
10 relationship with Gene Agnew, which they did in forming California Seed
11 Production, Inc. by May 2008.

12 189. In 2008, Susan signed corporate documents presented to her by
13 Robert, as drafted by Kesecker with Susan's input. Robert reported to Susan
14 he was undertaking efforts to divest from CSI to grow CSP, during this
15 time Susan continued to oversee their AgriCoat partnership and manage
16 all issues related to the children and family real estate.

17 190. In late 2009 Susan discovered that all the corporate formation
18 documents, bank signature cards and loan documents Robert had obtained
19 her signature and consent on when forming CSP, were revised and filed with
20 California's Secretary of State, omitting Susan's name from the title. She
21 further discovered that the banking documents and signature cards Robert
22 had presented her to sign, had never been registered with the bank, and
23 Susan was denied access to all such accounts. She could make deposits, as
24 Robert regularly directed her to do, but she did not have standing to even
25 request the balance in the bank of the business she believe she held 50%
26 ownership interest and title.

27 191. By mid-2009, Susan began to have difficulties with AgriCoat
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EXH 075

1 managing partner, Albert Villanueva, who took over for Todd Zeher
2 following Zeher's criminal conviction and civil removal from AgriCoat's
3 ownership and management.

4 192. While out on organic trials need from AgriCoat's R&D following
5 Zeher's departure, Albert would repeatedly share dirty jokes and crude
6 emails he got from T&A employees, with whom he remained close. Susan
7 reported these incidents to Robert Bassi and fellow AgriCoat owner Mike
8 Mueller and was told to simply "suck it up" and "keep on overseeing the
9 business".

10 193. By late 2009 AgriCoat's lead organic treatment, Natural II,
11 began to exhibit irregularities from how the treatment had performed when
12 Todd was managing the business. These irregularities resulted in an
13 alarming number of complaints from clients. It was around this time that
14 Albert convinced Susan to enter the Natural II as mixed by Albert, rather
15 than as mixed and prepared by Zeher, into the organic seed treatment
16 industry trials being conducted out of the University of Washington. Results
17 from the study showed that Natural II was not performing as it had when
18 Todd had previously submitted the treatment in an early study that was
19 used as part of the basis for Robert and Susan investing in AgriCoat and as
20 noted by Steven Bassi when he offered his AgriCoat shares for sale.

21 194. In response to the failed academic study, Albert began to
22 organize blind organic trials on certified organic ground, as permitted by
23 AgriCoat clients Jerry Rava and Rodney Braga. These trials were needed as
24 complaints that AgriCoat's signature organic seed treatment, Natural II,
25 was not working as it had when Todd Zeher was with the company. Susan
26 attended all AgriCoat board and partner meetings and was present when
27 the partners began to suspect Zeher had been spiking the formula with
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EXH 076

1 unknown materials that had not been disclosed, or approved by the
2 partners , or NOP certifying agents who oversaw AgriCoat processes as
3 agents of the USDA.

4 195. Susan also began to believe, based on such information and
5 events, that AgriCoat manager, Albert Villanueva, could pose vicarious
6 liability for Robert and Susan , as well as Mike Mueller, a prominent
7 member of the Soledad farming community who was associated with large
8 growers in the region through the Swiss Rifle Club in Gonzales.

9 196. Susan raised concerns with Mueller , who noted if Robert and
10 Susan wanted to sell their interest in AgriCoat, he wanted out as well.

11 197. By late 2009, Susan was dealing with issues related to Albert
12 Villanueva that showed similar patterns to conduct she had seen with Todd
13 Zeher and at the same time discovered Robert Bassi and attorney John
14 Kesecker had altered CSP documents from the ones Susan had initially
15 signed in what was a clear effort to defraud is wife.

16 198. By late 2009, Susan asked Robert to leave the family home.
17 Robert went to live for a time with his brother and co-defendant Steven
18 Bassi. Based on promissory notes Steven suddenly signed during this time
19 with Robert related to the management of Bassi Ranch, which was being
20 leased to T&A, and other records and information Susan later obtained in
21 the Divorce Action, Susan believed this was the time-period where Steven
22 recruited Robert to the Enterprise where he was groomed to take over the
23 activities that had been previously performed by Ken Dubas.

24 199. In early 2010, Robert Bassi returned to the family home where
25 he promised to restore Susan's name, title, and interest to CSP. He also
26 noted that given the conduct of Albert, that perhaps it would be best to sell
27 their interest in AgriCoat , as CSP could support their family needs. Around
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EXH 077

1 this time Albert Villanueva was reportedly making false claims against
2 Susan. Susan and Robert discussed this issue with Mike Muller and
3 attorney Kesecker who noted the statements made by Albert were clearly
4 not credible and more likely a ruse to cover his own misconduct because he
5 knew, or suspected Susan had complained about his wrongdoing in a
6 manner like complaints she had made about Todd Zehr.

7 200. It would not be until the Summer of 2020 that Susan would learn
8 that Kesecker's files revealed that Susan had discovered the fraud
9 surrounding CSP and CSI , and Kesecker would refer Robert to number of
10 divorce attorneys who could assist the Enterprise in secreting their
11 operation. Further, Kesecker, with a clear conflict, proceeded in
12 representing AgriCoat as Susan and Robert contemplated closing the
13 business as it was determined the business was not saleable based on issues
14 related to Todd Zeher and the Natural II organic seed treatment that was
15 not performing as it did when it was formulated by Zehr.

16 201. By 2010, Robert convinced Susan to sell their interest in
17 AgriCoat and use the proceeds to invest in a property in Los Gatos, which
18 would afford their two youngest children the opportunity to attend a public
19 high school with higher ratings than the schools in Gilroy provided.

20 202. Susan undertook the selling of her interest in AgriCoat with the
21 legal counsel of Effie Anastassiou. Robert claimed he had no attorney and
22 refused to provide Susan and attorney Effie with company records and
23 information he had access to during the negotiations. Susan is informed
24 and believes, and thereon alleges, that attorney Mr. Kesecker represented
25 the remaining AgriCoat partners, including presumably Robert. During the
26 negotiations, CSP milling contracts became part of the settlement
27 agreement as negotiated and drafted by Robert for CSP's benefit.

28 EXH 078

1 203. By April 2010 Robert and Susan had sold their interest in
2 AgriCoat. Susan had been deprived of access to records during the sale and
3 relied on Robert to negotiate a fair price. Around this same time Robert
4 sought referrals from (supposedly licensed, but in fact not licensed) Intero
5 Real Estate Agent Patty Filice for lenders for real properties Robert and
6 Susan sought to purchase. One such lender also assisted Robert and Susan
7 in refinancing their Gilroy home, where Robert removed Susan's name from
8 the loan, claiming he needed the funds for the business. Robert never
9 accounted for what he did with those funds, but claimed he was using them
10 to invest in the CSP business. Susan now knows Steven and Leslie
11 refinanced their home in or about the same time. Plaintiff is informed and
12 believes that the proceeds from both loans were used to fund the
13 racketeering activities.

14 204. By 2010 the Daniel A Bassi LP's capital account was reported on
15 Robert and Susan's tax returns, prepared by the AgriCoat accountant,
16 Charles Doglione, who had also been introduced to Robert and Susan by
17 Steven when they purchased his interest in AgriCoat.

18 205. In 2011 Susan learned that the remaining partners at AgriCoat,
19 Mike Muller and Albert Villanueva had negotiated a buyout by Incotec a
20 competing seed milling, and processing business Susan had negotiated with
21 in the past. The sale would mean Incotec would have access to Bassi
22 information related to CSP milling contracts. Robert informed Susan this
23 would impair the business and Robert and Susan retained Effie again to
24 negotiate a mediated settlement through JAMS before retired Judge Silver
25 where Robert and Susan were awarded the milling equipment CSP needed
26 to mill its own seed.

27 206. By 2011 Susan and Robert held \$180,000 in the Daniel A Bassi
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EXH 079

1 LP's capital account. Ultimately that money, and various loans supported
2 by promissory notes, signed by Steven, were paid entirely to Robert by
3 Steven, and were available for Robert to use in the Divorce Action where
4 Robert Bassi informally retained Richard Roggia, and ultimately used the
5 funds to pay his primary attorney Bradford Baugh.

6 207. As part of Robert's deception, and effort to remove Susan from
7 the geographic area where she would surely discover his involvement in the
8 agricultural industry, Robert first acted to remove Susan from the Salinas
9 farming community, and then told Susan to find a residence in Los Gatos,
10 where they were referred by Intero agent Patty Filice. Moving north would
11 remove Susan from the Gilroy community where she had lived for over 20
12 years and where she knew people in the agriculture. Robert knew and
13 feared that if she stayed, she would discover Robert was engaging in
14 misconduct related to their community business in agriculture.

15 208. At Robert's urging, Robert and Susan made multiple offers on
16 Los Gatos properties and in October 2010 purchased one such property.
17 During the buying process, Robert and Susan needed cash to pay closing
18 costs. Robert told Susan that Defendant Braga had recently made a
19 prepayment of \$50,000 to CSP that could be used to close any cash gaps.
20 Susan was present for a consultation with CSP accountant Charles
21 Doglione, who advised the money could be used as a short-term loan from
22 the business, provided the parties understood the obligation would be to
23 repay the funds, or produce the seed and pay taxes on the money as income.

24 209. Also, in 2011 Robert demanded Susan provide him with a Power
25 of Attorney for Chuck Doglione to negotiate matters for a tax audit. Robert
26 informed Susan that an audit had been triggered based on misreporting of
27 business expenses related to Gene Agnew reporting remodeling costs on a
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EXH 080

1 home in Salinas he had inherited from his parents. Susan would later learn
2 that Robert too had improperly taken business expenses he claimed to be
3 payments to growers when they were in fact part of remodeling expenses
4 Robert had directed Susan to spend on the Gilroy and Los Gatos properties.

5 210. Robert's notice of the Braga prepayment to CSP, coincided with
6 an introduction Susan and Steven had made during Norm Braga's April
7 2010 funeral, where Defendant Rodney Braga and Robert were formally
8 introduced. The large Braga prepayments Robert reported were not
9 consistent with CSP business practices, because it typically contracted with
10 Seed Breeding Companies who paid \$50,000 or less on contracts, and made
11 payment when CSP multiplied seed was delivered, and not before as any
12 form of prepayment. Nonetheless, Robert assured Susan the payment saved
13 Braga on taxes, provided a discount, and assured that Robert could produce
14 publicly available seed varieties to Braga without infringing on the patent
15 rights of other CSP clients. Around this same time Susan learned that
16 Robert had also began producing seed for Defendant Rava, to whom Robert
17 had asked Susan for an introduction after he learned Susan had been
18 dealing with Defendant Rava as an AgriCoat client. The introduction was
19 made through Rava's long time farming manager, Pete, in and around late
20 2009 when issues related to CSP and AgriCoat became the most
21 problematic.

22 211. In and around late 2010, Susan learned that AgriCoat owners
23 that remained were planning on selling their interest to Incotec, a local
24 competitor known to derive a great deal of revenue from T&A. AgriCoat's
25 requirement to pay Robert and Susan as well as perform seed milling
26 services required by CSP altered the terms of the 2010 buyout and required
27 Robert and Susan to renegotiate with AgriCoat, The final agreement,
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EXH 081

1 overseen by AgriCoat attorney Effie Anastassiou, provided a cash buyout
2 and the acquisition of milling equipment for the benefit of CSP.

3 212. In 2011, shortly after the second negotiation with AgriCoat,
4 Susan discovered over \$50,000 in cash in a file cabinet drawer that Robert
5 typically kept locked in the Gilroy property office. Susan discovered the
6 money when the children distracted Robert by their outside play and called
7 for their father's attention. The money was organized in neat clear Ziplock
8 envelopes typically used in the seed and seed testing industry. Susan
9 counted the money and confronted Robert when he returned. He grew angry
10 and locked the file cabinet. Susan raised the issue with attorney Effie, who
11 questioned the cash, noting it was not the businesses general practice to
12 accept cash payments and that in any event such cash sums should be held
13 in the business offices. When Susan reported Effie's concerns to Robert, he
14 fired Effie and retained a new attorney who excluded Susan from all
15 business dealings. It was around this same time Robert also filed the
16 Divorce Action on September 18, 2012.

17 213. In 2014, Susan first saw limited books and records for CSP and
18 CSI in the forensics CPA offices in connection with the Divorce Action.
19 Those records revealed Robert had vastly misreported the business
20 operations since they were formed in 2004 and 2008. The records showed
21 large payroll transactions being used to pay NASC employees and one of
22 Robert and Susan's sons who had not performed work for such pay.

23 214. Additionally, Susan had been told that her community property
24 had gone to pay for two of CSI's mechanical harvesters, at a cost of \$250,000
25 each. CSI records reported more equipment converted from the initial
26 partnership and as many as 13 harvesters that had been depreciated, far
27 more machines than could have been used in the business.

28 EXH 082

1 215. Further, labor contract costs had exploded from \$200,000 to \$1
2 million, which was not in the general scope of the business' practices and
3 raised, to Susan, concern about human trafficking, abuse of immigrant
4 labor and tax evasion. The most startling was the fact that from the time
5 period that Robert and Steven are believed to have hatched a scheme to
6 counterfeit seed and monopolize the black market for it, the records showed
7 prepayments from Defendants Rava and Braga in sums totaling as much as
8 \$700,000 each, which they would have no legitimate reason to spend, but
9 that would be available to Robert to fund the Divorce Action that deprived
10 Susan of access to these records for further investigation.

11 216. In mid-2014, a notice from the Labor Commissioner appeared at
12 the Gilroy property for CSI . The notice alleged a claim had been made by a
13 former NASC employee who was unfamiliar with Susan and had somehow
14 involved CSP in a manner that Robert and Gene refused to share with
15 Susan . Appearing at the noticed administrative hearing, Susan was
16 informed by representatives from the Labor Commissioner that CSI was in
17 fact paying the payroll costs of employees who worked for NASC. CSI was
18 paying the labor costs of its principal owner and Susan found nothing in the
19 books and records that Robert produced in the Divorce Action that would
20 explain such conduct.

21 217. Records produced by Robert to court appointed forensic
22 accountant, James Butera, in the Divorce Action were highly defective. The
23 records evidenced nothing Robert had reported over the previous 20 years,
24 and contained no invoices, or records that would reveal the clients
25 responsible for CSI and CSP expenses.

26 218. In and around the time Susan first saw QuickBooks accounting
27 records in the offices of James Butera, she noted no CSI clients that would
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EXH 083

1 evidence the racketeering activity Robert appeared to begin to engage in as
2 early as 2010. During this same time, it was reported that a grower had
3 been seeking to avoid paying Royalties to Seed Breeder Company “ RZ”,
4 whose seed varieties began to appear in salad bags processed and shipped
5 by T&A.

6 219. Much later, in 2021, Jerry Rava admitted to being a grower
7 involved in such incident , as CSP was producing large volumes of seed that
8 were paid by millions in prepayments that could not possibly have been
9 restricted to public varieties. Also in 2021, Susan learned that at the time
10 this incident occurred, and Rava admitted to writing a check to pay the
11 royalties he had sought to avoid paying, Gene Agnew was reportedly
12 reproducing seed for RZ under his business NASC. It would have been
13 impossible for Susan to discover this illicit conduct as Robert and his divorce
14 lawyers sought to keep Susan and her lawyers from the information during
15 a nearly 10-year dissolution action.

16 220. Based on the information provided by Jerry Rava and others in
17 the industry this year (2021), Plaintiff alleges that as part of the
18 racketeering activities that Gene Agnew multiplied seed for legitimate Seed
19 Breeding Companies, including “RZ”.

20 221. During the Divorce Action, Robert obtained court orders from an
21 unsworn private judge that barred Susan from disclosing information
22 contained in the Seed Companies’ records to the taxing authorities. Plaintiff
23 Susan is informed and believes, and thereon alleges, that Robert, Steven,
24 and other Defendants wanted the court order because they knew and feared
25 that if Susan reported her suspicions and the information she had, limited
26 as it was, that likely there would have been tax authority inquiry into the
27 Enterprise’s thriving criminal agricultural racketeering Enterprise.

28 EXH 084

1 222. Robert and his lawyers additionally manipulated Susan’s pay at
2 CSP to make it appear that Robert was complying with his child and spousal
3 support orders, when he was not. Cut off from sufficient marital community
4 business income as the divorce dragged on, Susan sold an interest in a print
5 magazine she published, and as part of her effort to earn money. Susan
6 also became part owner of a seed testing lab with Merv Selvidge where
7 attorney Effie Anastassiou was also a partner. They started the lab after
8 learning the main lab competitor, STA, was leaving the area.

9 223. Familiar with the demand for seed testing used by CSI, CSP and
10 their clients, Susan expected the business could generate income sufficient
11 to support herself and youngest son. However, as Susan would later find
12 out, because Defendants were racketeering to divert seed that would be
13 available to test out of the normal industry channels, there was not enough
14 business to generate income for the lab and it was forced to shut down in
15 2019. Thus, Defendants’ Enterprise injured Plaintiff by its unfair and
16 unlawful competition that forced shut down of the legitimate business she
17 started and was trying to make successful.

18 224. Restrained from speaking with CSP and CSI clients about the
19 seed business during the Divorce Action, Plaintiff was unable to gather
20 sufficient information or documents that would reveal Defendants Robert’s
21 extensive involvement in the Enterprise. While consulting for Progeny
22 Advanced Genetics from 2015- 2016, Susan learned that Robert had failed
23 to properly produce seed as contracted. During this time Progeny learned
24 Ken Dubas was stealing their genetic material, and the company allowed
25 Susan to have access to invoices. No invoices were ever produced by Robert
26 in the Divorce Action , despite Robert Bassi and his attorney being ordered
27 to give Plaintiff access to such records twice at hearings on May 2, 2014,

28 EXH 085

1 and again on September 9, 2014, when Plaintiff had become involuntarily
2 self – represented.

3 225. Invoices Robert Bassi sent on behalf of CSP 2015 – 2016 are
4 typical of invoices sent to Seed Breeding Companies by Seed Multipliers. By
5 concealing invoices produced in support of the estimated \$20,000,000 Robert
6 and Gene Agnew took in the form of prepayments from growers including
7 Defendants Rava and Braga, Robert was able to use the Divorce Action to
8 prevent discovery of his illicit conduct and the racketeering activities of the
9 Enterprise from being revealed for over 10 years. Recently, Plaintiff
10 obtained Progeny invoices and Raga and Braga payment records.

11 226. As early as 2013 the accounting records produced by Robert to
12 court appointed CPA Jim Butera, showed not only the prepayments of
13 farmers in sums not supported by CSI and CPS’s normal course of business,
14 but that CSP began paying a bookkeeping service tied to Defendant
15 Margaret Russo, as Robert Bassi testified, he was the primary bookkeeper
16 for the business when the long-time bookkeeper Wanda Compton was
17 unavailable. On May 2, 2014, the family court ordered Susan was to have
18 access to the business records, and bookkeepers, where Robert Bassi and his
19 lawyers made no effort to comply.

20 227. Payments to Margret Russo appeared to be documented and
21 categorized differently in the books provided in the family court, and the
22 records CSP and AgriCoat CPA Check Doglione produced in 2016, where
23 payments to Margret Russo were made at the same time large and historical
24 payments were made to Margaret Russo, During this same time Margret
25 Russo signed proofs of service related to Robert Bassi’s change of residence
26 in the Divorce Action, where she listed her place of business to be the same
27 as Robert Bassi’s first divorce lawyer Richard Roggia. In 2021 Susan
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EXH 086

1 learned that Russo was documented as being employed by Mr. Roggia , at
2 the same time she was paid from the CSP businesses and had access to
3 records Plaintiff did not.

4 228. As bookkeeper, Margaret Russo had communications with
5 clients, generated and processed invoices, and had full access to company
6 financial records which were denied to Plaintiff. Margaret Russo attended
7 personal and professional events with Defendant Brothers Robert and
8 Steven attended while allegedly engaging in racketeering activity. It
9 became apparent that when Susan would not agree to assist the Enterprise,
10 Margret Russo stepped in to do what Plaintiff would not. Further, as the
11 bookkeeper of the businesses, Russo had access to Susan Bassi's personal
12 information and pay records held at CSP, that were misrepresented
13 throughout the Divorce Action and used in reports Defendant Burak
14 prepared for the court and taxing authorities.

15 229. In 2018, Defendant Charles Burak prepared reports for the
16 benefit of Robert in the Divorce Action. At the final trial in the Divorce Action
17 that ended on June 5, 2018, Susan learned Burak had been retained by the
18 Seed Companies, had access to records Susan did not, and appeared to have
19 prepared false and misleading documents and information for the court and
20 the taxing authorities while he was paid as the CPA to prepare the Seed
21 Companies tax returns.

22 230. Susan and her attorney were denied access to these records
23 throughout the Divorce Action. The records were needed to rebut the false
24 reports prepared by Burak. immediately upon issuing of the orders in the
25 Divorce Action where the Seed Companies were eventually awarded to
26 Robert Bassi, and he terminated Susan's employment without notice. When
27 Susan filed for Unemployment benefits , Robert, and his agents , believed to
28

EXH 087

1 include Burak and Russo , misrepresented to EDD officials that Plaintiff had
2 never been employed with CSP, in their effort to interfere with Plaintiff's
3 right to collect unemployment benefits and cause Susan further harm.

4 231. The lettuce seed production business Defendants operated is
5 commonly referred to in the industry as seed “multiplying” services.
6 Commercial seed multiplication begins with receipt of one or two pounds of
7 “stock seed” from a seed strain patent holder. Legitimate holders of seed
8 patents are the “clients” of the seed multiplying business. Each pound of
9 stock seed a client provides the “multiplier” produces between 800-3500 lbs.
10 of seed, depending on the contracted variety and the seasonal growing
11 conditions.

12 232. Seed Companies multiply seed for clients on a contract basis.
13 Once a contract is obtained from a client, the Seed Companies lease land,
14 hire labor crews, contract for irrigation water and pest control services, and
15 train a labor pool using a proprietary process and highly specialized and
16 experienced immigration labor. Plaintiff is informed and believes that there
17 are only ten (10) individuals in the world who understand the complete seed
18 multiplying business, Defendant, Robert Bassi, is one such individual. Phil
19 Handcock and Merv Selvidge are two others.

20 233. Once the Seed Companies multiply the seed, it is harvested and
21 delivered as contracted to the client -- the owner of the seed strain patent
22 for the stock seed used to do the multiplication. Seed Companies' contracts
23 often require milling of harvested seed to remove soil and debris so that
24 cleansed seed is delivered to the clients. Harvested and milled seed is tested
25 for purity and disease, then marked with a label, based on agricultural
26 regulations, customs in the industry and as required by client contracts.

27 234. In certain cases, Seed Companies' clients possess seed milling
28

EXH 088

1 equipment and staff capable of performing milling services themselves.
2 Seed Companies' clients in possession of their own milling capacity contract
3 for multiplying services at a reduced contract rate that considers the
4 exclusion of costs of the multiplier having to mill harvested seed.

5 235. Once seed is milled, clients repackage the seed into their
6 proprietary and trademarked packaging. Before seed is packaged by the
7 seed patent holder client for their customer seed distributors, the seed is re-
8 tested, counted, and labeled in a manner necessary to maintain a chain of
9 custody consistent with regulations, and where the seed is for "organic"
10 product, in accordance with the USDA's National Organic Program, NOP,
11 and customs of the organic agricultural industry.

12 236. Once the client has labeled seed multiplied by the Seed
13 Companies with their own label and mark, it is sold to "Seed Distributors,"
14 who sell directly to farmers and large agricultural companies such as
15 Defendants Jerry Rava and Rodney Braga. The Seed Distributor customers
16 are commonly referred to as "growers."

17 237. Farmers and large agricultural growers make organic and
18 conventional seed purchases based on their contracts with fresh salad and
19 lettuce buyers such as Defendant T&A, commonly known in the industry
20 as "shippers."

21 238. From 1998 – 2004, Susan and Robert were partners with
22 Defendant Gene Agnew and Robert was employed with T&A. Robert
23 operated his partnership with Agnew around his employment at T&A. In
24 and around this time T&A desired to develop their own lettuce seed
25 production program, which would compete with NPS, and the partnership
26 Defendants operated with Gene Agnew.

27 239. Recognizing the opportunity, Robert made sales pitch for seed
28

EXH 089

1 multiplication services to Defendants Steve Bassi and T&A, with the idea
2 of contracting their production with the partnership Plaintiff and Defendant
3 Robert Bassi owned with Defendant Agnew. To prove his ability, Robert
4 assisted T&A in engineering mechanical harvesters he had learned about
5 by working with SPS, and he taught Steven how he would lease land to grow
6 lettuce seed capable of passing Monterey County's rigorous phytosanitary
7 and regulatory requirements.

8 240. In and around this time Ken Dubas also began to assist T&A
9 with knowhow to expand its seed multiplying and breeding capacity.
10 Ultimately Defendants Steve Bassi and T&A, elected to partner with Ken
11 Dubas and his business 3 Star for purposes of expanding their seed breeding
12 and multiplying capacity.

13 241. Robert was removed from T&A's seed department and placed
14 into a partnership with Syngenta for purposes of producing and marketing
15 the personal sized watermelon sold under the trademark named of
16 Dulcinea. After a short time in this position, Defendant T&A, through
17 Defendant Steven Bassi, fired Defendant Robert Bassi from his employment
18 in the Syngenta partnership.

19 242. The T&A firing propelled Robert into a consulting business and
20 to vigorously continue to work to increase the profits and benefits from his
21 partnership with Defendant Agnew.

22 243. In and around this same time, Defendant Steven Bassi assisted
23 Defendant Robert Bassi with introductions to the largest cabbage producer
24 in the country, David Hillie, who retained Robert as a contractor in a
25 manner that allowed Robert to continue to operate his partnership with
26 Defendant Agnew while still earning income sufficient to support the family.

27 244. In and around 2002, Defendant Steven Bassi offered to sell
28

EXH 090

1 Defendant Robert and Plaintiff his interest in AgriCoat, LLC, a business he
2 owned with T&A employees Matt Plymle and Ted Mills that operated
3 organic seed milling and processing services in the Salinas Valley.

4 245. In selling his interest in AgriCoat, Steven represented the
5 interest to be mostly passive as the operation was largely managed by Todd
6 Zehr, who was also a partner in the organic seed processing company as he
7 had brought the organic formula to the business. At the time of the AgriCoat
8 purchase, Steven informed Robert and Susan that he desired promotion and
9 advancement with Defendant T&A and his ownership interest in AgriCoat
10 was under scrutiny such that he was required to divest.

11 246. Once divested from AgriCoat, Defendant Steven Bassi was
12 gifted significant land by Defendant T&A that was physically located in a
13 highly coveted seed multiplying region and that attached valuable water
14 rights and credits needed in T&A's seed breeding and multiplying process.

15 247. In exchange for ownership interest in the valuable farming land,
16 Defendant Steven Bassi told Plaintiff he had agreed to evict long term
17 tenants from the property managed by Daniel A Bassi Properties, LP,
18 where he was in control and where Robert and Susan held a capital account
19 interest based on the LP's profits. Steven Bassi replaced the long-term
20 tenants with leases that benefited T&A's farming operation, which was
21 largely under his management and supervision.

22 248. These leases were another mechanism Steven used to advance
23 his career with T&A such that he was afforded pay increases and more
24 responsibility. He was also given opportunities for passive investments that
25 improved his financial standing and position in the Salinas Valley
26 community, that included valuable water rights T&A would not be able to
27 obtain otherwise for their seed breeding and multiplying endeavors.

28 EXH 091

1 249. Once Steven’s interest in AgriCoat was divested, Robert and
2 Susan were also asked to purchase additional interests in AgriCoat, that
3 were held by T&A employees Matt Plymle and Ted Mills. Once all T&A
4 employees were divested from AgriCoat, the sales that had historically come
5 to AgriCoat from T&A ceased. It was a few years after, during the E. Coli
6 food safety crisis, that it was discovered the AgriCoat manager, Todd Zehr
7 had been embezzling from the business, and selling organic treatments
8 without proper regulatory compliance. This required Susan to work full time
9 for AgriCoat, which catered to Seed Distributers and large-scale growers
10 including Defendants Rava and Braga.

11 250. During this time, the processing and organic milling business
12 historically sent to AgriCoat by T&A and other clients was halted and
13 believed to be converted in part to business for 3 Star where Defendant
14 T&A was gradually obtaining additional ownership and association.

15 251. Robert told Susan that Steven Bassi had offered to sell his
16 interest in AgriCoat to them for \$10,000 because his employer T&A,
17 disfavored outside investment and that by divesting from AgriCoat, Steven
18 would be gifted large sections of agricultural land that held valued water
19 rights that T&A would contract to use for lettuce they grew in addition to
20 the lettuce they contracted to buy from large scale commercial growers
21 including Defendants Jerry Rava and Rodney Braga.

22 252. In 2004 Robert, without notice or consent of Susan, converted the
23 partnership Robert and Susan held with Defendant Agnew, diluting their
24 interests by giving Agnew control and starting California Seeds, Inc.,
25 (“CSI”), where Susan was excluded from title and a position on the board.

26 253. In 2008, Robert discovered the Agnew was using CSI to convert
27 business contrary to their agreements. After consultation with their
28

EXH 092

1 business attorney, John Kesecker, Robert, and Susan started California
2 Seed Production, Inc. (“CSP”) with the intent of divesting from CSI and
3 operating the seed multiplying business on their own.

4 254. During the formation of CSP Susan signed various corporate
5 documents, bank cards and other paperwork as presented by both Robert
6 and Kesecker. By the end of 2009 Susan discovered that before filing those
7 documents, Robert and Kesecker redrafted them and omitted Susan from
8 title and control. This resulted in serious marital problems, and Robert left
9 the family home and lived for a time with his brother, Defendant Steven
10 Bassi. It is believed that this was when Stephan recruited Robert to the
11 Enterprise.

12 255. In early 2010 Robert returned to the family home. He agreed to
13 restore Susan’s name to title and control of CSP. This is reflected in 2011
14 tax returns where Susan was noted as a compensated CSP officer working
15 75% of the time in the corporation.

16 256. In 2010 Robert and Susan divested from AgriCoat, after Robert
17 convinced Susan that CSP could sufficiently support the family and as
18 Susan began to discover more operational mismanagement at the hands of
19 Albert Villanueva who was hired to replace Todd Zehr after Susan had to
20 work to have Albert’s predecessor, Todd Zeher, criminally prosecuted by the
21 Monterey County DA for embezzling and falsely marketing the LLC’s
22 organic productions in violation of NOP rules and regulations. The sale
23 permitted Robert and Susan to seek and purchase a home in Los Gatos,
24 where their two youngest children could attend public schools that better
25 met their academic needs.

26 257. During the buyout negotiations, with AgriCoat_[BM1], attorney
27 Kesecker represented AgriCoat in the sale negotiations, where Susan and
28

EXH 093

1 Robert retained Effie Anastassiou to represent their interests and where
2 Effie became Robert and Susan’s new business attorney in CS.

3 258. In 2011, Susan learned that AgriCoat was in the sales
4 negotiation process with Inotec, a larger seed processing business in the
5 Salinas Valley known for large volume of business it did with T&A. Robert
6 represented that Inotec performing milling services for CSP as contracted
7 with AgriCoat based on the 2010 buyout terms, could be detrimental to the
8 business, so the parties renegotiated their buyout contracts that resulted in
9 lump sum payments and acquisition of milling equipment that would reduce
10 CSP reliance on third party contractors to perform milling services.

11 259. Plaintiff was instrumental in the business and Seed Companies,
12 which, to her knowledge, flourished with profit 2000 – 2011.

13 260. Plaintiff was active in seed commerce, conducting research on
14 seed varieties, organic food regulations, and worked tirelessly with the
15 lawyers and accountants to assure regulatory and legal compliance in the
16 agricultural industry.

17 261. Plaintiff achieved industry expertise and recognition by
18 contributing to the first ever formal report about the new agricultural path
19 of “organic” seed to produce “organic” food.

20 262. The Organic Seed Alliance sought out Plaintiff for contribution
21 to its influential 2011 report entitled “State of Organic Seed.” The report
22 “was the first comprehensive analysis of the challenges and opportunities
23 in building opportunities in the organic seed sector.” (See, Report, Executive
24 Summary, Exhibit “C”)

25 263. Plaintiff enjoyed her work in the lettuce seed and organic
26 agriculture industries. She brought numerous clients to the businesses
27 whom she had acquired as clients while managing and working for AgriCoat

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Socioeconomic Justice Institute - socioeconomicinstitute.com

1 and whom Plaintiff was informed could contract public seed, or non-
2 patented seed , though CSP. Plaintiff She was pleased and rewarded to work
3 in the Seed Companies that she co-founded and co-owned.

4 264. However, charged with raising the children, Plaintiff could not
5 spend all her time on the companies' business as did her husband Robert.
6 She noticed Robert pressuring her to introduce him to AgriCoat clients, who
7 would not have a need for CSP services. Robert told Susan that Defendants
8 Rava and Braga may have sufficient need to reproduce public seed varieties
9 and that such could result in small sales for CSP . However, by 2009 when
10 Susan introduced Defendant Rava, he began to exhibit behavior not
11 consistent with the general practices and customs of the seed multiplying
12 businesses. This included personally delivering seed to Rava Ranches ,
13 which Robert explained was to avoid the hustle of Seed Distributors who
14 frequented areas where Rava held seed inventories awaiting to be planted
15 in his growing operations.

16 265. In and around 2009 Susan discovered that Robert had not placed
17 her name on corporate documents and bank accounts as he had represented.
18 From the time CSP was formed Robert worked in concert to remove Susan's
19 name and title from CSP with the knowledge and assistance of Defendants
20 Kesecker and Doglione. As part of their agreement and to take steps to
21 repair their marriage, Robert promised to restore Susan's name, interest,
22 and title to CSP, which was reflected on the 2011 tax returns where Susan
23 was noted as a corporate officer dedicating 75% of her time to the Seed
24 Company. Without access to records, Susan was unaware that the following
25 year, when Robert insisted the Susan hire her own CPA, as he retained
26 Charles Doglione, that Robert again removed Susan's name , title and
27 interest from the business and filed for divorce.

28 EXH 095

1 was also aware Steven Bassi sat on the board of Pacific Valley Bank with
2 Rodney Braga where it was clear Braga and Steve Bassi had a close
3 personal and professional relationship. Susan was aware the Braga family
4 was known to be a premier contracted grower with T & A . Susan, on the
5 other hand, had a professional relationship and had worked with Rodney's
6 father, Norm Braga, on events for youth in the community, and on business
7 organic seed processing issues as Braga was also a customer of AgriCoat
8 while Susan was involved in the day-to-day operations and sales of that
9 business.

10 269. As early as 2002, Robert Bassi told Susan that he needed to form
11 an LP with his brother and father to address issues related to the family
12 agricultural land he hoped to inherit. Consistent with a strategy known to
13 only him and his brother, Susan was told that she needed to sign off her
14 rights to that property, without a lawyer and through a CPA Robert and
15 Steven were using to manage their father's estate, CPA Peter Shaw. When
16 Susan expressed concerns about the lack of legal review for herself, Robert
17 told Susan that she could not have money for a lawyer to review the
18 documents, and that if she didn't sign them, he would cease making
19 payments for their son's private schooling at Palma and threatened to
20 cancel all cards and bank accounts Susan had been directed to use for the
21 family's expenses. This and other issues surrounding the Seed Companies
22 contributed to the parties' brief separation where Robert lived with his
23 brother Steven and Susan believes is when Steven recruited Robert into
24 the Enterprise.

25 270. In April 2010 Susan, Robert and Steven attended well respected
26 and highly successful agricultural grower, Norm Braga's funeral where
27 Steven Bassi introduced Robert Bassi to Rooney Braga in Susan's
28

EXH 097

1 presence. It was at that funeral that Susan became aware that Robert,
2 Steven, and Rodney shared CPA Shaw, whom Robert had forced Susan to
3 appear before to sign off her interest in his father's agricultural land, as
4 part of Robert's and Steven's planned inheritance "strategy." Susan
5 believed the strategy was designed to cut their sisters out of their rights to
6 agricultural land Robert and Steven had managed during the Bassi
7 marriage, through a partnership with Steven and Robert's father, Daniel A
8 Bassi LP, that managed the leases on the land Robert and Steven
9 anticipated inheriting. Susan was also aware that by 2009, the family
10 ranch, managed by Daniel A Bassi properties LP, leased land to T&A at
11 what seemed to be below market rates.

12 271. In 2010, shortly after they had attended Norm Braga's funeral,
13 Robert revealed he had obtained a \$52,000 prepayment from Rodney
14 Braga. Prepayments were not customary in the parties' business. Susan
15 spoke directly with Robert and the parties' accountant, Chuck Doglione,
16 about the prepayment, and was informed the prepayment could be used for
17 personal draws from the business, provided Robert and Susan knew the
18 seed contracted for that prepayment would have to be produced, or the
19 money would have to be returned. It was a liability, not an asset.

20 272. In 2011 Plaintiff discovered \$50,000 cash and China travel
21 documents Robert had hidden in an office file cabinet drawer that he had
22 forgotten to lock.

23 273. During this time Plaintiff repeatedly challenged Defendant
24 Robert about the cash and whether he was selling to the Chinese clients'
25 seed strain patents and trade secrets. Robert refused to respond; telling
26 Plaintiff it was not her concern. After he travelled to China, Robert
27 remained reticent about his reasons for going there. Doing business in
28

EXH 098

1 China is disfavored by American seed businesses concerned with trade
2 secret theft and agricultural terrorism. It was not the custom and practice
3 for the Seed Companies to do business with China and the issue
4 significantly contributed to the breakup of the Bassi marriage.

5 274. Plaintiff repeatedly raised concerns about Robert's brother,
6 Defendant Steven Bassi, T&A executive, as T&A, one of the largest lettuce
7 producers, packagers, and distributors, both commercial and organic, was
8 a substantial CSP customer. Susan was aware that Steven also sat on the
9 board of Pacific Valley Bank with Rodney Braga, where it was clear Braga
10 and Steve Bassi had a close personal and professional relationship. Susan,
11 on the other hand, had worked with Rodney's father, Norm Braga, on
12 events for youth in the community, and on business issues related to
13 AgriCoat.

14 ~~275. In 2010, after Norm Braga's funeral, Susan began to~~
15 ~~believe Robert's and Steven's "inheritance strategy" was less about tax~~
16 ~~savings and more about agricultural land Robert and Steven had managed~~
17 ~~during the Bassi marriage, as evidenced on personal tax returns showing~~
18 ~~a \$180,000 capital account held in the Daniel A Bassi Properties, LP.~~
19 ~~Robert repeatedly sought to reassure Susan that while they could not draw~~
20 ~~on the capital account while his father was alive, she could see the money~~
21 ~~they earned from the partnership was documented on the parties' personal~~
22 ~~tax returns, assuring her those funds would be available later for their~~
23 ~~children's educational expenses, or their personal retirement savings once~~
24 ~~his father had passed away and the LP, that managed the leased land to~~
25 ~~T&A, could be dissolved.~~

26 ~~276. During their marriage, Robert told Susan that his~~
27 ~~father, Dan Bassi, refused to pay for professional services required for~~

28 EXH 099

1 ~~estate planning, and that Robert and Susan, along with Steven and Leslie~~
2 ~~, would advance costs of those services to Defendant Shah who would~~
3 ~~assure the transfer of valuable agricultural land with as little probate tax~~
4 ~~as possible.~~

5 ~~277. Susan was never provided records related to these~~
6 ~~transactions during marriage. Years later, during the Divorce Action, a~~
7 ~~2009 promissory note signed by Defendant Steven Bassi and other financial~~
8 ~~records surfaced during discovery that appeared to have been fraudulently~~
9 ~~concocted to avoid paying Plaintiff her rightful share of the LP and to~~
10 ~~silence her to prevent communication with other heirs, Robert and Steven's~~
11 ~~sisters, Julia Bassi and Melissa Bassi as well as other persons who might~~
12 ~~have potential claims, including Wanda Hamby, who had resided with~~
13 ~~Robert's father for over 20 years and was reportedly repeatedly told she~~
14 ~~would be provided for upon Dan Bassi's death, but was not.~~

15 278. In or about 2013, Susan learned that Robert had instructed their
16 children not to tell Susan and to keep concealed the fact that their
17 grandfather Dan Bassi had passed away. Plaintiff is informed and believes,
18 and thereon alleges, that Robert and Steven were concerned that if Susan
19 learned of their father's death, she would inquire as to the management
20 fees accrued and earned for the father's agricultural land, and worse that
21 Steven was engaged in leasing some of the land to T&A, or in some other
22 way utilizing the land for T&A and the Enterprise's benefit.

23 279. Somewhat later, around 2015, Susan received a strange and
24 threatening phone call from a person in the T&A legal department, stating
25 that she had better not interfere with the businesses of Robert and Steven
26 Bassi. The communication was frightening, but at the same time
27 bewildering, as Plaintiff was not yet aware of the racketeering being
28

1 conducted by Robert and Steven and T&A and the other Defendants.

2 280. Susan noticed numerous irregularities in the scattered records
3 that were inconsistent with what Robert had told her since 1998. First,
4 Susan noticed Robert had not received just the \$52,000 prepayment from
5 Rodney Braga as he had stated, but over the course of the Divorce Action,
6 while Robert Bassi had exclusive management and control of the Seed
7 Companies, Robert had collected “prepayments” from businesses owned by
8 Defendants Rodney Braga and Jerry Rava amounting to millions of dollars.
9 In secreting the books and real revenue of the Seed Companies, Robert
10 Bassi deprived Plaintiff use of funds for her litigation expenses while he
11 used Seed Companies to fund his personal litigation expenses against
12 Plaintiff.

13 281. During their marriage, Robert told Susan he could legally
14 produce public varieties of lettuce seed for growers and farmers, who were
15 not the typical clients of the Seed Companies. If true, the amount of seed
16 multiplied by the Seed Companies for Jerry Rava and Rodney Braga would
17 be nominal and not likely worth the cost of production for the Seed
18 Companies whose client base owns the seed strains contracted for
19 multiplication. Seed Companies’ clients typically generated no more than
20 \$100,000 in sales and revenue.

21 282. The Divorce Action discovery revealed that since Robert Bassi’s
22 stated separation date, he was generating hundreds of thousands of dollars
23 in prepayments to the Seed Companies that were not consistent with lawful
24 or general business practices common in the industry.

25 283. Susan additionally noticed large and unusual labor contractor
26 costs not consistent with the Seed Companies businesses practices and more
27 consistent with money laundering and human trafficking practices that
28

EXH 101

1 Susan abhorred, and which were prevalent in the agricultural industry.

2 284. When Susan first saw the tax returns of the Seed Companies,
3 they revealed further deceptions to Susan and the taxing authorities. By
4 way of example, since Robert and Susan had formed a partnership with
5 Gene Agnew for purposes of multiplying seed for clients owning the right to
6 reproduce that seed, Robert told Susan that all the family savings had to go
7 to manufacture mechanical seed harvesters that could reduce harvest labor
8 costs. Robert specifically informed Susan that the costs of these harvesters
9 was \$250,000 each, and no profits, other than a management salary, could
10 be taken from CSI until the harvesters were fully paid off such that the
11 business could reduce reliance on contracted labor.

12 285. Throughout marriage, Susan had been told CSP was formed in
13 2008 to divest the family interest in CSI, after it was discovered Defendant
14 Agnew had been stealing from CSI, engaging in payroll fraud for the benefit
15 of NASC, and was believed to be using the business to illegally multiply seed
16 for growers as Robert had noted Gene was doing large amounts of business
17 with grower Dennis Capara, a grower whom, Susan is informed and
18 believes, would have no legal rights to the seed strains for which he
19 contracted with Defendant Agnew through the Seed Companies.

20 286. When Susan first saw the Seed Companies' tax returns in or
21 about 2014, she noted the following irregularities:

22 (1) Robert had engaged in conduct to increase minority
23 interest in CSI, while diluting CSP interest, which was wholly owned by
24 Robert and Susan, contrary to the purpose of forming CSP which Robert
25 had gotten Susan to do with the professional advice and consult of attorney
26 John Kesecker in 2008.

27 (2) Susan noticed staggering labor contractor payments that
28

EXH 102

1 were not consistent with industry standard business practices. Given that
2 Robert had repeatedly told Susan that they were personally investing in
3 two mechanical seed harvesters that cost \$250,000 each and that would
4 reduce labor costs, that the tax returns showed as many as 13 seed
5 harvesters had been purchased and depreciated indicated tax and fraud
6 liability that Susan expected would be addressed in the Divorce Action by
7 the appointed joint CPA that was paid \$100,000 for services.

8 (3) Susan noticed the CSI records indicated millions of
9 dollars in depreciated equipment that Susan does not believe ever existed.
10 She further noted CSI paying employees who were not actual CSI
11 employees, but rather NAS employees. Defendant Agnew was sole owner
12 of NAS; CSO should not have been paying its employees.

13 (4) Susan noticed as the litigation in the Divorce Action had
14 ramped up in 2013 after Susan learned Robert had concealed his
15 inheritance that was realized upon his father's death in March 2013, Robert
16 terminated the long-standing contracted bookkeeper the parties had used
17 since 1994, and began to pay Margie Russo, whom Plaintiff learned in
18 2021, was additionally working as a paralegal for Robert Bassi's first
19 divorce attorney, Richard Roggia, as she worked as a bookkeeper for the
20 Seed Companies. Ms. Russo was given access to records, information, and
21 monies that Plaintiff was deprived of during the Divorce Action time-period
22 during which Susan still held undivided community interests.

23 287. By 2013, when the Seed Companies began to pay Ms. Margie
24 Russo, Robert Bassi, through his divorce attorney, Bradford Baugh,
25 requested Susan be restrained from speaking with clients of the Seed
26 Companies and locked from having access to the business books and records
27 for the better part of 8 years.

28 EXH 103

1 288. In 2014 the family court ordered Defendant Robert Bassi to
2 produce business records to which Plaintiff had statutory right. Robert
3 never produced those records and, Plaintiff is informed and believes and
4 thereon alleges, was assisted by his divorce attorney, Brad Baugh in
5 obstructing that access.

6 289. During the Divorce Action, an attorney Susan contends illegally
7 acted as an unsworn private judge, Mr. Nat Hales issued initial prohibition
8 against Susan investigating Defendant Robert Bassi's illicit activities by
9 denying her statutory discovery, and further restricted her right to
10 investigate potential liability by restraining her from sharing information
11 provided in discovery with the taxing authorities. Unsworn private judge,
12 Nat Hales, additionally ordered the real property where the parties had
13 operated the farming and publishing businesses, sold through the
14 appointment of an unlicensed broker, supposed Intero Real Estate agent
15 Patty Filice. Nat Hales' made the orders after accidental mail delivery had
16 exposed some evidence for what appeared to be Robert's illicit conduct.
17 Susan was then evicted from the property where the unlicensed Intero agent
18 had collected her mail and delivered it to the Seed Companies. Robert Bassi
19 then made sure that no business or personal mail would be forwarded or
20 copied to Susan but instead collected by Robert or imposter agent Ms. Patty
21 Filice.

22 290. In and about 2015 Susan formed a seed lab business with
23 Robert's former employer and competitor, Merv Selvidge, restraining orders
24 placed on Susan, that were not equally placed on Robert, made doing
25 business difficult for Susan as many of the seed lab clients were also clients
26 of the Seed Companies, whom Susan had been restrained from speaking
27 with following a hearing in the family law matter in 2013. As a result of
28

EXH 104

1 the seed lab, Susan and Merv became aware of the volume of seed
2 multiplied by the Seed Companies and their competitors that created a
3 demand for seed testing sufficient to warrant investment in a local lab. The
4 testing lab that had historically performed testing for the Seed Companies
5 moved from the area and created a void. This created an opportunity for
6 seed testing business, so Susan and Merv invested time and resources in
7 that business as Susan sought to pursue her independent economic interests
8 while being imputed to earn income in the divorce.

9 291. As Susan sought to bring in business for the new seed lab
10 endeavor, she learned that Rodney Braga had started a Seed Dealer
11 business, known as Pinnacle Seed. Other Seed Dealers suspected the Braga
12 was seeking to use the business to monopolize the seed production and
13 processing business in the area not only in connection with Ken Dubas, as
14 approved by Steven Bassi, but also in connection with Nathan Olivas,
15 Robert Bassi's longtime associate and former client when he operated
16 Progeny seed as in 2012 Nathan Olivas became involved in his own divorce
17 case and was reportedly seeking to start a seed processing and milling
18 operation under the name GEOS, where the law firm employing John
19 Kesecker, Fenton Keller, was once the agent of service.

20 292. By 2018 Susan and Merv became aware that the seed testing
21 business Susan knew to exist through the business of the Seed Companies
22 did not appear to be available. Jerry Rava and Rodney Braga, who had
23 purchased seed ten times that of legitimate clients, were not placing the
24 seed multiplied by the Seed Companies in the general industry business
25 channels. They appeared to be avoiding testing, certification and other
26 services used in the industry.

27 293. On June 5, 2018, the Bassi Divorce Action reached final trial. By
28

EXH 105

1 August 2018 Robert Bassi ceased Plaintiff's CSP payroll payments and
2 falsely informed EDD Susan had never been employed with CSP, thereby
3 denying her ability to collect unemployment benefits that Susan had paid
4 into since CPS was formed in 2008.

5 294. In or about 2019, as described and alleged herein, Plaintiff would
6 discern that Steven Bassi was in engaged in racketeering activity with
7 Robert to conduct the illegal business of seed strain patent theft and
8 production of the stolen strain's seeds. Susan learned the counterfeit seed
9 was purchased by Defendants Rava and Braga, and probably other farmers,
10 then was laundered through the growing process to fresh lettuce that would
11 be sold to large salad plant packager, T&A. Consistent with conduct T&A
12 had exhibited through a business relationship Defendant Steve Bassi had
13 forged with seed multiplier Ken Dubas, and 3 Star Seed, dating back to the
14 1990s.

15 295. Defendants Rava and Braga produced lettuce with the pirated
16 seed they had purchased, at a large discount as it was counterfeit seed, from
17 Defendants Robert Bassi and Gene Agnew through the Seed Companies.
18 Once grown into lettuce Rava and Braga sold the lettuce to T&A, for the
19 benefit of the Enterprise and resulting in the cheating seed patent and
20 rights holders. T&A obtained lettuce grown from pirated seed at a reduced
21 price, then repacked the lettuce and distributed it to consumers through
22 Costco, Whole Foods, and retail grocery stores in a manner that would make
23 the illicit conduct of the Enterprise impossible to detect by organic
24 regulators and the rightful owners who had invested in research and
25 development to produce seed traits that would produce lettuce that could be
26 packaged and stored to best meet the needs of their customers.

27 296. Over her opposition, and through deceit, Robert had the Seed
28

EXH 106

1 Companies delve into further business with Defendant Gene Agnew.
2 Plaintiff questioned Robert about business practices with Gene Agnew and
3 his company NAS, but Robert remained evasive.

4 297. In 2004, upon company formation, over Plaintiff's protest, Robert
5 placed CSI under Agnew's control in North American Seed, Inc. ("NAS")
6 Robert's stated reason for doing so was tax savings and ease of transactions.
7 Plaintiff said no to it, but Robert did it anyway; he put Agnew in charge.

8 298. In or about 2008-2010, Plaintiff suspected that the Seed
9 Companies were engaged in wrongful practices, as she had heard certain
10 disturbing information. However, the information was insufficient to
11 ascertain actual illegality or the severity of the companies' unlawful
12 business practices.

13 299. Robert brushed off Plaintiff's concerns, made excuses, and
14 denied her information and explanation. Busy with the children, 2009 -
15 2012 Plaintiff did not resist the denial of Seed Companies' financial
16 information. She signed Power of Attorney and other documentation, which
17 Robert frequently demanded, making threats and coercion.

18 300. Before 2010, Plaintiff had some miniscule access to business
19 records. However, after Robert returned from living temporarily with his
20 brother, he began to lock cabinets and areas where business records were
21 contained and he transferred the business mailing addressed to a P.O. Box
22 , where he refused to add Plaintiff's name, or provide access.

23 301. Defendants acted to restrict and censor what Plaintiff received,
24 but there was some information. By 2010, the companies and Defendants
25 denied Plaintiff any information at all. Still focused on child rearing, and
26 with the companies profitable, Plaintiff did not press for financial
27 information, and she viewed obtaining accurate information from her
28

EXH 107

1 husband of 21 years as an exercise in futility.

2 **C. Counterfeit Seed Concealment; Divorce to Oust Plaintiff**

3 302. Plaintiff is informed and believes, and thereon alleges, that
4 Defendants Agnew, T&A and Steven Bassi began the counterfeit seed
5 business in or about 2004, and that by 2009-2010, while living with Steven,
6 they convinced Robert to join their operation as they were eager to pursue
7 seed counterfeiting as it produced huge illicit profits. By stealing and
8 producing and selling to farmers in the Salinas area proprietary counterfeit
9 seed strains, Defendants made millions of dollars and removed millions
10 more in business from the legitimate markets in the agricultural industry.

11 303. Plaintiff is informed and believes, and thereon alleges, that the
12 businesses flourished financially, generating millions in revenue from the
13 illicit, unlicensed production and sale of seeds with stolen strains.

14 304. Unbeknownst to Plaintiff, starting around 2010, with Plaintiff
15 having more time for business because the children were older, to conceal
16 the growing racket, Robert secretly set up and operated company bank
17 accounts and falsified and hid corporate records and data. He deprived
18 Plaintiff of her right to the companies' business information.

19 **D. Divorce to Remove Plaintiff Obstacle to Seed Racket**

20 305. Robert knew that Plaintiff would not tolerate the counterfeit
21 seed business; that she would prohibit illegal un-licensed seed production.
22 Plaintiff had begun to regularly question Robert about the business, and
23 why Robert did business with China.

24 306. Plaintiff is informed and believes, and thereon alleges, that
25 starting in or about 2009, to shield the counterfeit seed business from
26 Plaintiff, and to hide his trade secret espionage for the Chinese, Robert
27 orchestrated a separation and divorce, not for family or personal reasons,
28

EXH 108

1 but to oust Plaintiff from the Seed Companies to protect the seed
2 counterfeiting and patent and trade secret theft and espionage which he had
3 meticulously managed to conceal from his ex-wife the Plaintiff.

4 307. Starting in or about 2009, Richard Roggia, Brad Baugh, “family
5 law” lawyers, at least two (2) years before filing Robert’s divorce, worked
6 with Robert to set the stage for the divorce as a mechanism to pressure
7 Plaintiff, keep her out of the seed racket, and deny her money and property,
8 i. e. deny and keep her fifty percent (50%) share in the companies and to
9 conceal the racket.

10 308. Years before Robert filed the divorce in 2012, Plaintiff is
11 informed and believes and thereon alleges that attorneys Richard Roggia
12 and Brad Baugh assisted Robert by scheming and planning for a divorce
13 conducted entirely on Robert’s terms. With his lawyer pre-planned
14 advantages and one-sided moves and manipulations, Robert would catch
15 Plaintiff off guard to pounce in a way to strip her of Seed Companies’ stock,
16 property, and rights.

17 309. Plaintiff was still busy raising their three (3) boys, and while she
18 had growing suspicions as to Robert’s deceptions, child-rearing, managing
19 the family real property investments and starting the next phase of her
20 professional career had her focus.

21 310. Catching her off guard as planned, in September 2012, Robert
22 served her with the Petition for the Divorce Action, where Robert, through
23 his attorney, Brad Baugh, stated the “date of separation” was 2010.

24 311. Plaintiff disputed the 2010 separation date, but mainly
25 concerned about her teenage sons, and unaware of the scope and gravity of
26 the phony seed racketeering, she decided not to oppose marriage dissolution,
27 and to try and work things out for the kids’ sake.

28 EXH 109

1 312. From 2012 until 2013, things were awkward and unpleasant, but
2 copacetic as she received near-sufficient financial support and it appeared
3 she and Robert were on track to agree on a property settlement, complete
4 their divorce, and go separate ways.

5 313. During this time, Plaintiff continued to have suspicions about
6 the Seed Companies' business. She was on the payroll, but performing very
7 limited functions, and with no real access to company financial data, was
8 unable to monitor business activities. The arrangement continued to be
9 that Plaintiff cared for the boys while Robert ran the Seed Companies'
10 business, i.e., the phony seed racket. During this time Susan also began a
11 publishing business, which she had deferred during the marriage as she was
12 needed to work in the business of Robert's chosen profession.

13 **E. Plaintiff Denied Company Data**

14 314. At all times, and contrary to Family Law which grants a spouse
15 access to community business records, Robert acted to deny and deprive
16 Plaintiff of access to Seed Companies' records, documents, and information.

17 315. To deny Plaintiff's motions in court to obtain company records,
18 Robert and his attorney falsely told the court that it had entered prior orders
19 denying Plaintiff access to the records, which was not true. Robert and his
20 attorney manipulated supposed orders from a "private" judge to the same
21 effect, to deny Plaintiff information about the Seed Companies.

22 316. To pressure Plaintiff to give up her rights, Robert carried out the
23 fraudulent sale of the community real estate, including Plaintiff's family's
24 home, so the proceeds could be used to pay Robert's attorney fees.

25 317. Robert used the Divorce Action to shield and protect the Seed
26 Companies' racketeering, while at the same time denying and taking
27 community and Seed Companies' profit in which Plaintiff, albeit the
28

EXH 110

1 racketeering, still had a fifty percent (50%) interest.

2 **F. Counterfeit Seed Espionage and Pirating Seed for China**

3 318. In or about 2011, while at their home, Plaintiff opened several
4 desk drawers. One drawer, which usually was locked, had \$50,000 cash.
5 The bills were divided up into bundles using plastic seed packets to organize
6 the cash into bundles.

7 319. Plaintiff saw with the cash travel documents for Robert to go to
8 China. The Seed Companies had no business in or with China. Plaintiff
9 confronted Robert about the cash and tickets to China. He said it was
10 business, dealing with the Chinese companies and government.

11 320. Plaintiff knows that Robert did go to China, and is informed and
12 believes, and thereon alleges, that he did business there to sell and give
13 away the trade secrets, the proprietary cultivated seed strains and varieties
14 that belonged to the Seed Companies' customers that provided stock seed.

15 **G. Plaintiff Ousted from Companies – Divorce Decree**

16 321. The divorce trial for Plaintiff and Robert was October 2018.

17 322. At trial, as before, Robert and his attorney manipulated court
18 proceedings to deny Plaintiff's access to Seed Companies' records.

19 323. By Divorce Decree Plaintiff got nothing in or for the Seed
20 Companies. The Decree is on appeal. (Ct. App. H046284)

21 324. As a result of Defendant Robert Bassi's dishonest manipulation
22 of the family law process, he made Plaintiff exit the divorce owing him
23 hundreds of thousands of dollars for fees sanctions and other amounts, all
24 for the purpose, Plaintiff is informed and believes and thereon alleges, to
25 further stifle and deter her inquiry into the Seed Companies' wrongful
26 business operations.

27
28 EXH 111

1 **H. Plaintiff ascertains Companies’ Illegal Seed Business**

2 325. Despite Robert withholding information, Plaintiff received from
3 accountants in 2014- 2018, certain limited Seed Companies’ information.
4 In addition, Plaintiff gathered and gleaned information from people in the
5 lettuce seed industry, including firms Plaintiff had dealt with when she did
6 legitimate seed production business not connected with Robert’s use of the
7 Seed Companies for theft of seed strains, varieties, and proprietary rights.

8 326. Plaintiff’s discovery of the \$50,000 cash and the China travel
9 documents alerted Plaintiff to notice communications and information she
10 heard about Robert’s lettuce seed industry espionage for the Chinese.

11 327. Events and information raised Plaintiff’s confirmed suspicions of
12 illicit seed production and other illegal business practices in the lettuce seed
13 industry.

14 328. Ultimately in or about late 2019, Plaintiff assembled information
15 for analysis that made for probable cause that Robert and Defendants
16 engaged in counterfeit seed production, the taking of seed strains and
17 varieties for illicit profit, as described and alleged herein, and that Robert
18 for the Enterprise conducted lettuce seed genetics trade secret espionage for
19 China.

20 **I. The RICO Lettuce Seed Strains Theft Scheme**

21 329. Plaintiff was instrumental in the seed business flourishing with
22 profit approximately 2000 – 2008. She learned and knew about seed
23 production and the businesses but was largely and later entirely kept out of
24 the business operations, records, and transactions. Ultimately, within
25 about the last year, after Plaintiff gathered additional facts, documents,
26 names of farmer customers for the counterfeit seed, and other data, Plaintiff
27 was able to ascertain the herein agricultural racketeering RICO claims
28

1 against Defendants.

2 330. Plaintiff ascertained the Defendants’ schemes to produce
3 particular strains of seed by illegal means, specifically ignoring and
4 breaching (a) rights of seed strain and varieties patent holders; (b) falsifying
5 data for governmental and private organizations that certify “organic”
6 lettuce production; (c) selling counterfeit seed that falsely states it is a
7 certain strain and type formulated by patent or license, when in fact it had
8 been produced and was being sold without right or license from the seed
9 patent or proprietary rights holder.

10 331. Defendants’ scheme is to use seed strains’ patent holders’
11 property without their authorization and for nothing, without paying.

12 332. A legitimate seed production company receives “stock” seed
13 strains which it uses to grow more of the same strain of seeds. The grown
14 seeds are sent to the seed strain holder.

15 333. An illicit seed production operation obtains the patented stock
16 seeds from the patent holder through retail channels, uses it to grow more
17 seed, then keeps the seed illicitly produced as their own seed inventory and
18 converts that seed inventory to fresh lettuce cops, which are then sold
19 through distribution channels that preclude detection of the illicit seed use
20 such that the seed is laundered and appears in the retail marketplace, and
21 without notice or compensation to the seed strain patent holder.

22 334. Plaintiff is informed and believes, and thereon alleges, that
23 certain lettuce growers and packagers that her research has identified,
24 located in Salinas, Soledad and elsewhere in the Salinas Valley, are and
25 were customers of the Defendants’ counterfeit lettuce seed and product
26 RICO scheme, including Defendants Raga, Brava, and T&A.

27 335. The Seed Companies legitimate clients are seed companies who
28

EXH 113

1 have developed desired varieties, characteristics and traits that advance
2 demand for lettuce and salad products. Defendants T&A, Rava and Braga
3 do not hold patents, licenses, or investments in seed characteristics of the
4 legitimate Seed Companies' clients and are knowingly contracting with
5 Robert Bassi and Gene Agnew to purchase seed they know to be counterfeit.
6 Defendants use seed they know to be mislabeled and non-compliant with
7 the USDA's NOP regulations, to grow both conventional and "organic"
8 lettuce. They know that because the seed is counterfeit, it is unlawful to
9 claim the grown lettuce is "organic," as use of counterfeit seed violates
10 USDA NOP (National Organic Program), the Organic Foods Production Act
11 of 1990 ("OFPA"), 7 U.S.C. § 6501 et seq. and other laws. "Organic" lettuce
12 can be sold for much more than regular lettuce.

13 336. Plaintiff believes that, with discovery, she will identify other
14 buyers of the Enterprise's illicit lettuce seed and lettuce crop.

15 337. Plaintiff is informed and believes, and thereon alleges, that
16 Robert and his brother Steven are the principal RICO predicate crimes
17 violators in the Enterprise. Plaintiff is informed and believes, and thereon
18 alleges, that Robert produces the illicit seed and Steven arranges to sell it
19 to farmers, who then grow and sell the lettuce they produce to T&A, Steven's
20 long-time employer whom, Plaintiff is informed and believes and thereon
21 alleges, has rewarded him handsomely for his work to carry out the
22 racketeering which has contributed substantially to T&A profit for years.

23 **J. Plaintiff's Ongoing Inquiry Counterfeit Seed Espionage.**

24 338. As time went on and information came in, 2008 – 2020, Plaintiff
25 suspected, then believed it probable, and later came to believe it was true
26 that Robert and Defendants were engaged in counterfeit seed and lettuce
27 production.

28 EXH 114

1 339. At the same time, Plaintiff came to be informed and to believe,
2 and alleges for this Complaint, that Robert and other Defendants had acted
3 and conspired to commit industrial espionage against the seed patent
4 holders, to their detriment and for the benefit of China and Defendants.

5 340. Plaintiffs' concern about the illegal seed business intensified
6 2017-2019, as Plaintiff became more suspicious based on additional, yet still
7 minimal, information she obtained from the accountants and other sources.

8 341. Plaintiff's investigation of racketeering in seed strains and
9 varieties is ongoing and continuing and will be more efficient and focused
10 as it is undertaken by discovery in this action.

11 **VII. FACTS OF DEFENDANTS "STOLEN SEED" RICO**

12 342. Plaintiff incorporates by reference all preceding paragraphs.

13 343. Defendants Robert Bassi, Steven Bassi, Agnew, CSI and CSP,
14 T&A, Jerry Rava, Rodney Braga, Charles Burak, Margaret Russo not yet
15 identified culpable parties, including other farmer purchasers of the
16 counterfeit seed, engage in RICO activity whereby they convert, steal, and
17 utilize, for their own enrichment, patents, and proprietary rights to unique
18 strains of lettuce seed.

19 344. As described and alleged, they obtain patented seed, and without
20 the patent holder's permission, pirate the seed to multiply and manufacture
21 the seed in large quantities. They sell the seed to lettuce farmers and
22 growers at prices that are half (1/2) or less than that of a legitimate purchase
23 of the seed from the holder of its strain or variety formulae. From the
24 counterfeit seed farmers grow lettuce for the food supply, which then then
25 sell to Defendant T&A as "organic." T&A processes and packages the lettuce
26 and sells it with packaging that falsely states the lettuce is "organic."

27 345. Just as the seed sold by Defendants to farmers is counterfeit, so
28

EXH 115

1 too is the lettuce the farmers label “organic” which they sell to packagers
2 who in turn sell it to the public. The lettuce is not organic because the seed
3 from which it was grown was outside the custody and control of the seed
4 strain patent holder, and the organic chain of custody as set forth by the
5 NOP, which breaches and negates USDA “organic” designation.

6 346. The financial objectives, in round-numbers, which the
7 Enterprise planned and achieved, for the Seed Companies alone, by the
8 production and sale of unlawful lettuce seed, were annual revenues in the
9 range of at least \$2,000,000 annually with a fifty percent (50%) profit
10 margin.

11 347. Lettuce is a highly profitable crop because it is relatively easy to
12 grow and can be distributed in plastic bags that cost next to nothing. For
13 Defendant T&A, purchasing pirated lettuce to avoid compensating the
14 holder of the proprietary seed rights added many millions in additional
15 annual profit. It also provided for increases in market share through unfair
16 business practices.

17 348. Over the period 2010 to 2020 Plaintiff is informed and believes,
18 and thereon alleges, that the Seed Companies themselves – not including
19 the other Defendants - had revenue of around \$20,000,000 with profit of
20 about \$10,000,000, in addition to whatever profit Robert and the Enterprise
21 made from China by pirating and selling seed owners’ proprietary strains
22 and varieties to the Chinese.

23 349. The Enterprise engages in unlawful agricultural practices and
24 production. Legitimate seed production firms are hired by the owners of
25 special seed strains to produce the same seed. The patent and trade secret
26 owner holder provides the company with a quantity of the “stock” seed,
27 typically several pounds, which is grown to produce much more seed.

28 EXH 116

1 350. The seed company producer grows the seed not for leafy lettuce,
2 but to yield more seed. Several pounds of special strain seed can be
3 multiplied to be hundreds of pounds of the same seed.

4 351. The seed grower or “multiplier” sends the grown seeds back to
5 the holder of the seed patent. The seed owner mills the seed, then sells it to
6 farmers and growers. “Organic” seed follows this transaction chain.

7 352. Illegal seed businesses, like that of Defendants Seed Companies
8 herein, use patent seed to produce more patent seed, without license or
9 consent of the patent holder. They sell the seed as legitimate seed of the
10 patented brand. Ken Dubas, formerly of 3 Star, a T&A owned or affiliated
11 company, is an example of the “midnight shovel breeder,” meaning a thief
12 that steals proprietary seed plant in the dead of night to use as illegitimate
13 “stock seed” to multiply the seed variety owner’s proprietary rights.
14 Exhibits “A” and “B” connect T&A to 3 Star. Attached as Exhibit “A” is a
15 federal lawsuit against Mr. Dubas and his then company 3 Star. Plaintiff
16 is informed and believes, and thereon alleges, that essentially Defendant
17 Robert, with T&A collusion, groomed and recruited Defendant Robert to
18 take over Mr. Dubas’ role as part of the Enterprise.

19 353. Plaintiff is informed and believes, and thereon alleges, that
20 Robert, Steven, the Seed Companies and Agnew engage in counterfeit seed
21 production and sale.

22 354. They sell seed with counterfeit mark, stating it is a particular
23 strain grown pursuant to the strain patent or rights holder, when in fact
24 and truth the seed derives from illegitimate production from original seed
25 strain.

26 355. Plaintiff is informed and believes, and thereon alleges, that as
27 part of the counterfeit seed racket, Defendants engage in large cash

28 EXH 117

1 transactions and money laundering. Plaintiff saw \$50,000 cash in drawer
2 in the house, wrapped into packets, which Robert took to China.

3 356. Defendants sell the counterfeit seed to Defendant farmers Jerry
4 Rava , Rodney Braga, and others, who in turn use it to produce a lettuce
5 crop. These farmers then sell the crop to T&A, billing a significant portion
6 of each fake seed production harvest as “organic,” which they and T&A and
7 all Defendants know are not legitimately “organic” because of unlawful use
8 of counterfeit seed to originate the lettuce that is grown, processed,
9 packaged, and sold as “organic.”

10 357. Investigation continued. On June 11, 2021, Plaintiff
11 disseminated a draft complaint and inviting targeted Defendant’s to address
12 the allegations. CPA Shah immediately contacted Plaintiff’s attorney and it
13 was determined insufficient grounds existed to name him as a defendant
14 benefiting from the ongoing racketeering activity.

15 358. Also on June 11, 2021, Defendant Rava contacted Plaintiff,
16 where two of his employees were present. The call lasted nearly an hour and
17 Rava insisted he was not involved in racketeering, and he offered to make
18 available records Plaintiff requested to assure her of his innocence. Not only
19 did he then refuse to provide those documents, but he then ceased all
20 communications. During their conversation Rava made the following
21 revelations:

- 22 a) He has not been a contractor grower for T&A for approximately
23 10 years.
- 24 b) At one time he was discovered growing seed in a manner that
25 deprived a Seed Breeding Company of royalties their patents
26 sought to assure and he immediately “wrote a check” to cover the
27 estimated royalty payments for seed he was caught misusing.

28 EXH 118

1 When asked if he paid because he was caught, or because it was
2 the right thing to do , Rava stated: “ a little bit of both”.

3 c) He continued to do business with Robert but for the 2021 growing
4 season that business only amounted to approximately \$60,000 in
5 Kale seed business.

6 d) He professed that all seed contracted with Robert Bassi and the
7 millions he paid for those contracts were for production of Public
8 varieties, which he used for all lettuce plantings at the front and
9 back end of the growing season in Yuma , AZ, and in the summer
10 months in Salinas, as the “ disease pressure” was low enough that
11 he did not need to incur the costs of purchasing patented seed
12 varieties that would contain protections for such pressures.

13 e) When it physically appeared in lettuce seed production fields
14 with Robert, he noted his percentage of the total crop being grown
15 was an “infinitesimal “amount.

16 f) Rava informed Susan that Robert had directed him to prepay for
17 seed multiplying costs to cover costs of water, planting, etc. This
18 is not consistent with general business practices and indicates
19 racketeering activity. Rava would not be able to show he prepaid
20 for seed not delivered or used to plant crops.

21 359. These financial figures vastly differ from those of the accounting
22 records Robert and the accountants provided to Susan and her lawyers in
23 the Divorce Action where payments from just two farmers accounted for
24 nearly 95% of all CSP revenue.

25 360. Susan was also able to confirm that the check Rava wrote was to
26 repay royalties to RZ , and that at the time Rava was found stealing RZ
27 seed , he was having that seed multiplied by CSP WHILE RZ reported they

28 EXH 119

1 were contracting with AGNEW through NASC to multiply their patented
2 seed varieties that Rava was found to be stealing!

3 361. After speaking with Rava in 2021, Plaintiff was able to discern
4 that from 2012- 2014 Rava was in fact the grower who had been reportedly
5 growing RZ seed, without paying royalties. At the same time, this occurred,
6 RZ was contracting with NASC as a Seed Breeding Company to multiply
7 their patented seed. Rava's disclosures revealed numerous conflicts and
8 irregularities compared to what Robert and his lawyers presented in the
9 Divorce Action.

10 362. In that no client records of CSI or CSP were never provided,
11 Susan now believes that while either NASC or CSP is contracting to
12 legitimately multiply seed for Seed Breeding Clients, Robert Bassi and Gene
13 Agnew are using CSI to over inflate expenses for tax deduction purposes
14 and are further engaged in racketeering activities by using the Seed
15 Companies to multiply seed for large growers willing to pay large cash sums
16 to the Enterprise in a sophisticated scheme that has been undetected by
17 regulators, law enforcement, taxing authorities and the family court for
18 over 10 years and that the racketeering activities are ongoing for the benefit
19 of the Enterprise.

20 **IX. PATTERN AND ENTERPRISE; ITS CONCEALMENT;**
21 **INJURY TO PLAINTIFF'S PROPERTY**

22 363. Plaintiff incorporates by reference all preceding paragraphs.

23 364. As described and alleged herein, at all relevant times
24 Defendants acted and conspired to deny and withhold from Plaintiffs' all
25 information about the Seed Companies' and their counterfeit seed
26 racketeering.

27 365. Despite the racketeers' efforts to conceal their wrongdoing, in or
28

1 about 2019, Plaintiff ascertained and accumulated facts and evidence for
2 and of the pattern and practices of RICO violations alleged herein, which
3 violations have been and remain continuous and ongoing.

4 366. The Divorce Action concluded in the trial court and is on appeal.
5 Divorce Decree was entered October August 28, 2018, under which
6 Defendants took Plaintiff's interests in the Seed Companies and seed
7 businesses that were community property.

8 367. Plaintiff did not receive sufficient records and information to
9 begin to accurately ascertain the pattern of racketeering until in or about
10 2018-2019, when because of the trial in the Divorce Action, some financial
11 information was inadvertently disclosed and provided to her.

12 368. Since the Divorce Decree Plaintiff obtained more information
13 and did research on the lettuce seed industry and the Seed Companies.
14 With her industry expertise and knowledge, Plaintiff was able to find more
15 evidence and facts that backed her belief that Defendants were engaged in
16 counterfeit seed racketeering. In addition, Plaintiff was able to analyze and
17 compare the data for past years to other, more current years, and to compare
18 to industry data and trends.

19 369. Plaintiff's financial injury was made ascertainable, at the
20 earliest, by the Divorce Decree in August 2018, but the racketeering pattern
21 was not revealed until 2020.

22 370. Plaintiff has commenced this RICO action timely, and
23 Defendants and co-conspirators are estopped to assert or raise any statutes
24 of limitation defense, as they intentionally concealed Seed Companies'
25 financial and other information from Plaintiff to prevent and delay her
26 discovering her claims, as described, and alleged herein.

27
28 EXH 121

1 **X. SCHEME, FRAUD, MOTIVES, INTENT, AND INJURY**

2 371. Plaintiff incorporates by reference the preceding paragraphs.

3 **A. The Counterfeit Seed Racketeering Scheme**

4 372. The Enterprise scheme is and was to steal, convert and take
5 proprietary lettuce seed strains and varieties for illicit production of seed
6 that is sold as genuine authorized and processed seed of that strain, which
7 is false. The seed buyers know it is false, but to get the seed at half price or
8 less, are willing to cheat the lettuce seed strain patent or property holder.
9 The seed buyer farmers then knowingly produce lettuce from the counterfeit
10 seed, which they then sell to T&A and others as both conventional and
11 “organic.”

12 373. T&A knows the lettuce is not organic because it is derived from
13 counterfeit seed, yet T&A processes, packages, distributes and sells the
14 phony “organic” lettuce to grocery retail outlets such as Costco and many
15 others, who in turn, believing T&A representations and labeling, sell the
16 lettuce to the public as “organic.” Because “organic” product is often priced
17 between ten percent (10%) and twenty percent (20%) higher than
18 conventional, the ultimate retail illicit profit is way more than what it would
19 be for conventional lettuce, and the higher retail prices makes for higher
20 profits to the farmers selling the phony lettuce, who in turn have greater
21 revenues than were they to have purchased legitimate “organic” seed.

22 374. Plaintiff is informed and believes, and thereon alleges, that the
23 further business of Enterprise Defendant Robert Bassi and others is lettuce
24 seed industry espionage to identify, secure and send to China patented and
25 proprietary seed strains, varieties, and formulae, without notice,
26 knowledge, or consent of the patent or proprietary right holder.

27 **B. Fraud on Plaintiff, Seed Patent holders, Consumers**

28 EXH 122

1 375. The Enterprise scheme calls for fraud upon Plaintiff, to suppress
2 and prevent her finding out about the scheme, and to deceive her to believe
3 that the Seed Companies' business was legitimate, and to strip her of her
4 rights in the Seed Companies.

5 376. The scheme defrauds the seed patent and rights holders of their
6 property; their seed strains are multiplied and sold without their
7 knowledge, consent, or payment to them for their proprietary seed strains
8 and types. The scheme pirates their patents and rights for production and
9 sale of counterfeits.

10 377. The scheme defrauds "organic" lettuce consumers. They pay
11 more for "organic" lettuce which, because the scheme relies on seeds
12 processed outside the prescribed chain of custody required by USDA NOP
13 (National Organic Program) ("OFPA"), 7 U.S.C. § 6501 et seq., and state and
14 other nations' laws, are not "organic." Similarly, the phony seed results in
15 non-organic, conventional lettuce being sold to consumer under false labels.

16 **C. Defendants' Motives**

17 378. Defendants' motives are aligned and the same – to make illicit
18 money from the counterfeit lettuce seed and sale of fake "organic" and
19 specialty variety lettuce.

20 379. Defendants Robert Bassi, Steven Bassi, the Seed Companies,
21 and Agnew earned substantial revenues and profit on the sale of counterfeit
22 seeds.

23 380. Defendants Jerry Rava and Rodney Braga decrease their costs
24 by paying less for counterfeit seed and by selling counterfeit organic lettuce
25 that is not "organic."

26 381. Defendant T&A profits from the phony "organic" lettuce and
27 conventional crop which, like any counterfeit, can be purchased for a

1 fraction of the cost of the real product it purports to replicate. T&A then
2 sells the counterfeit as veritable “organic” lettuce, charging prices for real
3 “organic” lettuce but having avoided the true and much higher cost of real
4 “organic” lettuce.

5 382. Defendants Russo and Burak receive fees and compensation
6 from the Enterprise to perform accounting and money transfers and other
7 Enterprise transactions and for maintaining books and records.

8 383. Ultimately, defrauded consumers of the counterfeit “organic”
9 lettuce pay the price for Defendants’ racketeering, paying substantially
10 more for the phony “organic” lettuce which Defendants produced at low price
11 by cheating the holders of the patents and rights to the seed strains and
12 varieties that Defendants pirated to produce the phony “organic” lettuce.

13 384. At all times, Defendants were aware and cognizant of the
14 illegality of the scheme, that it cheated seed patent holders, Plaintiff, and
15 consumers. Defendants intended to cheat and defraud the victims for their
16 tremendous financial gain by sale of counterfeit seed and “organic” lettuce.

17 **D. Injury to Victims- Patent Holders, Plaintiff, the Public**

18 385. Plaintiff is informed and believes, and thereon alleges, that the
19 scheme has injured and continues to injure seed strain patent and other
20 proprietary rights holders whose seed strains are stolen, produced, and sold
21 at half price or less by the Defendants in their Enterprise.

22 386. The scheme injured and continues to injure Plaintiff by
23 deprivation of her rights and interests in the Seed Companies’ value as
24 legitimate companies, taking away Robert’s wrongdoing.

25 387. Plaintiff is informed and believes, and thereon alleges, that the
26 scheme injured, and continues to injure, consumers of “organic” and other
27 variety lettuce who buy falsely labeled lettuce supplied by T&A and farmers

1 that grew with counterfeit seed purchased at half price or less from
2 Defendants in the Enterprise.

3 **XI. USE OF THE MAILS AND WIRE AND INTERSTATE**
4 **COMMERCE IN FURTHERANCE OF THE ENTERPRISE**

5 388. Plaintiff incorporates by reference all preceding
6 paragraphs.

7 389. Defendants’ and co-conspirators have used the mail and
8 electronic communications for the Enterprise operation, Plaintiff is
9 informed and believes and thereon alleges, from 2004 to the present and
10 continue to do so. Their mailing and electronic dissemination of deceptive
11 and false information violated and continues to violate 18 U.S.C. §1341 and
12 §1343.

13 390. Counterfeited seed, laundered into fresh lettuce products
14 where shipped view commercial freight and trucking throughout the US,
15 Mexico, and Canada, mis-labeled or represented as of a certain strain or
16 variety and “organic.”

17 **A. Defendants Mail and Wire False and Misleading “Seed”**
18 **Information; Mislabeled and Deception re: “Organic” Lettuce**

19 391. At all times 2004-2021, by mail, electronic transmission, wire
20 and internet, communications directed to Plaintiff, holders of seed patents
21 and proprietary rights and the public false representations about the seed
22 that Defendants produced and sold. Defendants falsely and wrongly
23 represented that their seeds were legal and authorized, and qualified for use
24 to grow “organic” lettuce, and that the lettuce they produced was of a
25 particular strain or was “organic,” which statements were false.

26 392. Defendants’ mailings and electronic transmissions of
27 information about the Seed Companies upon which Defendants knew she
28

EXH 125

1 would reasonably rely, were false and misleading and fraudulent, stating
2 that the Seed Companies were legitimate businesses when in truth they
3 were producing and selling counterfeit seed and selling seed patents and
4 proprietary rights to China based on industrial espionage some of the
5 Defendants conducted for China, as described, and alleged herein.

6 393. Plaintiff is informed and believes and thereon alleges, that
7 Defendants sold the counterfeit seed to farmers without the authorization
8 and consent of seed patent and rights holders, and to the patent and rights
9 holders Defendants mailed and transmitted the false facts that Defendants
10 were legally and honestly engaged only in the permitted use of the seed
11 patents and strains and stock seed supplied to the multiplier companies.

12 394. Plaintiff is informed and believes, and alleges thereon, that
13 Defendants and their customers and participants that purchased
14 counterfeit seed, being the farmers that planted the counterfeit seed to grow
15 “organic” and other proprietary variety lettuce, made false statements and
16 disseminated false information to “organic” lettuce consumers, falsely
17 telling them that the “organic” lettuce met USDA standards and was
18 therefore certified “organic,” when in truth the lettuce was outside the
19 parameters and chain of custody of USDA regulations under the National
20 Organic Seed Program, such that the lettuce was not “organic.”

21 395. From about 2004 to the present, as to Plaintiff, seed farmers, and
22 the public, as to “organic” lettuce, Defendants have consistently, with a
23 repeated pattern, disseminated false and misleading information to cover
24 their illegal counterfeit seed racketeering, thereby violating 18 U.S.C. §1341
25 and §1343.

26 **B. Engagement and Use of Interstate Commerce**

27 396. Plaintiff is informed and believes, and thereon alleges, that

28 EXH 126

1 Defendants engaged in interstate commerce, including contact,
2 communications, and contracts with farmers in other states and abroad.
3 Defendants Robert, the Seed Companies and Agnew multiply their
4 counterfeit seed in California and sell it to farmers in and out of state and
5 abroad.

6 397. Defendants Jerry Rava and Rooney Braga produce and sell
7 their phony labeled lettuce in and outside of California, to T&A and other
8 companies, some of whom may be part of the phony labeled lettuce
9 racketeering scheme.

10 398. T&A sells the phony labeled lettuce across state lines and
11 international borders, with Defendant Steven Bassi arranging and involved
12 in the interstate transactions.

13 399. Plaintiff is informed and believes, and thereon alleges, that
14 Defendants' racketeering includes international commerce, both with
15 production and sales abroad and because they conduct, among other things,
16 as described and alleged herein, lettuce seed industrial espionage for China,
17 for which they have commerce with China and pirate the wrongful sale of
18 seed strains and varieties to China in derogation of the seed patent and
19 proprietary rights holders.

20 400. Plaintiff is informed and believes, and thereon alleges, that all
21 Defendants, as described herein, grow, produce, and sell their products
22 across state lines, while also advertising and promoting their counterfeit
23 products, across state lines by misrepresentation and fraud and in violation
24 of federal and state laws.

25 **XII. PREDICATE CRIMES**

26 401. Plaintiff incorporates by reference all preceding paragraphs.

27 402. Defendants and co-conspirators, for their Enterprise
28

EXH 127

1 racketeering, committed various predicate crimes, both federal and state
2 law crimes, that are covered and included in 18 U.S. Code §1961(1) or found
3 elsewhere in the United States Code and state laws.

4 403. Federal law predicate offenses include mail and wire fraud, 18
5 U.S.C. §1341 and §1343, as described and alleged in the paragraphs above.

6 404. For the agricultural racketeering, predicate crimes are 18 U.S.C.
7 §2320 (relating to trafficking in goods or services bearing counterfeit
8 marks), and 18 U.S.C. sections §1831 and §1832 (relating to economic
9 espionage and theft of trade secrets), and 18 U.S. Code § 1956 Laundering
10 of monetary instruments, from and using the proceeds of some form of
11 unlawful activity.

12 405. Regarding the Enterprise counterfeit seed operations,
13 Defendants transgress the federal Seed Act, 7 U.S.C. §551 et seq., in
14 particular §1611, which criminalizes the offer for sale, sale and transport
15 through interstate and international commerce seed that is mis-labeled or
16 not certified, and the Plant Variety Protection Act, 7 U.S.C. §2321 et seq.

17 406. Plaintiff is informed and believes, and alleges, that Defendants
18 violate the false representations seed statute, 7 U.S. Code § 1562, because
19 they deceptively sell seed as organic or as from a particular strain when
20 such is not true; the seed is counterfeit. Defendants breach the Organic
21 Foods Production Act of 1990 (“OFPA”), 7 U.S.C. § 6501 et seq., which sets
22 standards and requirements for “organic” agriculture, which Defendants
23 violate because the seeds and crops they produce are not “organic,” under
24 the code and they provide false information about the seeds and crops,
25 transgressing §5601 and §6519 (c)(1) and (2).

26 407. Plaintiff is informed and believes, and thereon alleges, that in
27 conducting the Enterprise, in addition to the foregoing specially enumerated
28

1 predicate crimes in the agricultural industry, Defendants, and each of them
2 commit and conspire to commit acts that violate numerous other federal,
3 state and foreign nation laws and regulations, which additional provisions,
4 and Defendants’ violations thereof are predicate crimes, and will discerned,
5 discovered and documented through discovery in this action.

6 408. On Plaintiffs’ 18 U.S.C. §1962(d) claim of conspiracy, 18 U.S.
7 Code §1349, entitled “Attempt and conspiracy” applies. It states: “Any
8 person who attempts or conspires to commit any offense under this chapter
9 shall be subject to the same penalties as those prescribed for the offense, the
10 commission of which was the object of the attempt or conspiracy.”

11 409. The racketeering and Enterprise operate by violating various
12 California state laws described in 18 U.S. Code §1961(1).

13 410. Defendants engage in document falsification, where the
14 Enterprise and Defendants made and used false and forged documents,
15 specifically labels that falsely state seed is of a particular variety or type,
16 when it is not, and providing to government authorities, such as FDA,
17 USDA and other federal and state agencies, fraudulent documents that
18 falsely state the lettuce seed or product is of a particular type or variety or
19 is organic, when it is not.

20 411. Use of false documentation to demonstrate supposed compliance
21 with “organic” and other agricultural product requirements is integral to
22 Defendants’ racketeering and Enterprise success. Defendants must and do
23 mislead governmental regulators, both federal and state, to conceal and
24 carry out the sale of their counterfeit products. Applicable are 18 U.S.C.
25 §1512(c)(1), and Penal Code §134, preparing false documentary evidence,
26 Penal Code §135 destroying or concealing documentary evidence. Plaintiff
27 is informed and believes, and thereon alleges, that Defendants transgress

1 numerous and various other federal and state laws, to be identified and
2 specified based on discovery in this case. Also applicable are federal
3 agricultural laws and regulations that make it a criminal offense to provide
4 to government agencies and regulators and others false, misleading, and
5 deceptive documents and information.

6 412. Involved in the seed racketeering document falsification were
7 conspiracies both to commit crimes and to obstruct justice, as defined and
8 described in Penal Code §182(a) where two or more persons conspire: (1) To
9 commit any crime or (5) To commit any act . . . to pervert or obstruct justice,
10 or the due administration of the laws. At all times Defendants conspire and
11 act to commit the predicate crimes herein and to obstruct justice to prevent
12 regulators and governmental authorities from finding the crimes.

13 413. Involved in the scheme were state crimes of conversion, whereby
14 Defendants took and converted the seed patents and strains and variety for
15 their own use, without consent from or payment to the seed patent and
16 strain owners, violations of Penal Code §487, felony grand theft, and by false
17 pretenses, §532, in the sale of counterfeit lettuce seed to the public on the
18 representation that it was legitimate seed of a particular patent or strain,
19 and embezzlement, §503, in generating, taking and concealing proceeds
20 from the illicit sale of counterfeit seed.

21 414. Plaintiff further is informed and believes, and thereon alleges,
22 that Defendants, for the Enterprise, received and continue to receive multi-
23 million dollar federal and other governmental subsidies for their
24 agricultural businesses, including the racketeering described and alleged
25 herein, which subsidies are governed by laws which make it a federal crime
26 to utilize the subsidy tax-dollar funds for unlawful business acts and to
27 submit to the government, in order to receive such subsidies, false
28

EXH 130

1 information and falsified documents. Following discovery in this action to
2 identify the federal programs that Defendants, for their Enterprise, abuse
3 and utilize by deception of the government, Plaintiff will add such violations
4 as further RICO predicate crimes.

5 415. The state law predicate crimes were felonies, punishable by more
6 than a year imprisonment. The crimes Defendants conspired to conduct
7 were themselves felonies, making the conspiracies punishable as felonies.

8 **XIII. FACTS FOR RICO PREDICATE CRIMES**

9 416. Plaintiff incorporates by reference all preceding paragraphs.

10 **A. Counterfeit Lettuce Seed Scheme; Predicate Crimes**

11 417. Defendants Robert and Steven Bassi and the Seed Companies
12 (a) convert or grow lettuce seed of a strain or patent owned by Defendants'
13 customer without the permission of the patent or rights holder and without
14 paying them any royalty or fee, (b) falsely label it as authentic seed of a
15 particular patent or strain, (c) sell it to farmers, including Defendants Raga
16 and Brava, that in turn (d) sell "organic" lettuce grown from the seed, (e)
17 which lettuce is not "organic" because the proprietary seed is outside the
18 permitted chain of custody prescribed by USDA and organic seed programs,
19 and (f) Defendant T&A purchases the phony "organic" and mis-labeled
20 lettuce, knowing that it is counterfeit, and then processes and packages it
21 for sale to Costco and other grocery retailers, falsely representing to them
22 that the lettuce is "organic" or other variety.

23 418. Predicate crimes are 18 U.S.C. §2320, where Defendants traffic
24 in goods, the unlawful seed and phony "organic" and other lettuce, bearing
25 counterfeit marks. Defendants also violate the federal Seed Act, 7 U.S.C.
26 §551 et seq., in particular, §1611, the crime of offering for sale and selling
27 interstate and internationally seed that is mis-labeled or not certified, and
28

EXH 131

1 the Plant Variety Protection Act, 7 U.S.C. §2321 et seq.

2 419. In violation of 18 U.S.C. §1831 and §1832, Defendants Robert
3 Bassi and the Seed Companies engage in economic espionage and theft of
4 trade secrets from the seed strain and variety patent and rights' holders and
5 sell it in China.

6 420. Plaintiff is informed and believes, and alleges, that Defendants
7 violate the false representations seed statute, 7 U.S. Code § 1562, because
8 they deceptively sell seed as organic or as from a particular strain when
9 such is not true; the seed is counterfeit. Defendants breach the Organic
10 Foods Production Act of 1990 ("OFPA"), 7 U.S.C. § 6501 et seq., which sets
11 standards and requirements for "organic" agriculture, which Defendants
12 violate because the seeds and crops they produce are not "organic," under
13 the code and they provide false information about the seeds and crops,
14 transgressing §5601 and §6519 (c)(1) and (2).

15 421. Defendants Robert and Steven Bassi and the Seed Companies
16 violate 18 U.S.C. § 1956 by laundering monetary instruments, from and
17 using the proceeds of their unlawful activity in producing and selling
18 counterfeit seed.

19 422. The illicit seed and lettuce products and sales cause Defendants
20 to commit various additional federal crimes, including under the federal
21 Seed Act and Plant Variety Protection Act and regarding receipt of federal
22 agricultural subsidies. By using the seed patents and strains and variety
23 for their own use, under false labels and documents, and with the use of
24 federal subsidies, Defendants commit various crimes to be identified and
25 specified following discovery in this case.

26 423. The illicit seed and lettuce products and sales cause Defendants
27 to commit various state law crimes. Defendants take and convert the seed
28

EXH 132

1 patents and strains and variety for their own use, without consent from or
2 payment to the seed patent and strain owners, violations of Penal Code
3 §487, felony grand theft.

4 424. Defendants sell the counterfeit seed by false pretenses, §532, in
5 that the sale of counterfeit lettuce seed to the public on the representation
6 that it was legitimate seed of a particular patent or strain. Defendants
7 embezzle, §503, by generating, taking, and concealing proceeds from the
8 illicit sale of counterfeit seed.

9 **B. Methods and Patterns of Predicate Crimes**

10 425. Production and sale of counterfeit lettuce seed has been ongoing
11 and continuing as agricultural product racketeering, starting with the theft
12 of patents and other proprietary rights, production, or manufacturing of
13 “knock offs” of the pirated product, and sale of the pirates as original to the
14 farmers, including Rava and Braga.

15 426. Farmer Defendants Jerry Rava and Rooney Braga use the
16 pirated phony seeds to produce lettuce crop, which they falsely label as
17 being of a certain type, including “organic,” which they then sell to T&A.

18 427. T&A knows that the lettuce is not of the type and variety the
19 farmers indicate, and that it is not “organic,” but intentionally and
20 fraudulently markets and sells and distributes the lettuce under false
21 labels to grocery chains and others.

22 428. The Enterprise activity in the lettuce seed and production
23 industry has been, at all relevant times, and remains, ongoing with organic
24 seed and lettuce production fraud and ultimate consumer victims that
25 purchase the falsely labeled “organic” and other lettuce.

26
27
28 EXH 133

1 **XIV. PLAINTIFF’S, DEFENDANTS,’ AND CO-CONSPIRATORS’**
2 **ROLES IN THE ENTERPRISE**

3 429. Plaintiff states and alleges her status and standing. She
4 describes and alleges the Enterprise members’ individual roles, acts,
5 omissions and participation and conspiracy in the Enterprise.

6 **A. Plaintiff SUSAN BASSI**

7 430. Plaintiff Susan Bassi is victim of the Enterprise, having suffered
8 injury to her property because of the Defendants’ and non-Defendant co-
9 conspirators’ predicate crimes, racketeering by and through their
10 Enterprise whereby they illegally converted and seized, without
11 compensation, Plaintiff’s shares and interests in the Seed Companies her
12 community assets, as described and alleged in this Complaint.

13 **B. Defendants**

14 **1. ROBERT BASSI, PLAINTIFFS’ EX-HUSBAND**

15 431. Robert Bassi is Plaintiff’s ex-husband. Robert is and has been
16 for years the majority or major owner-principal of the Seed Companies,
17 directing, managing, and operating them since about 2004 and later to
18 engage in the counterfeit seed racketeering described and alleged herein.

19 432. Plaintiff is informed and believes, and thereon alleges, that
20 Robert is the chief executive officer in charge of the Seed Companies’ and
21 has directed and implemented their operations at all relevant times.

22 433. Robert decides and carries out the growing of illicit seed without
23 permission of seed patent and rights holders, in derogation of their right to
24 profit from their proprietary seeds, producing or multiplying their seed, and
25 selling it to farmers at a price one-half (1/2) or less than the price that would
26 be paid if the seed were legitimate and lawful by the honoring of rights and
27 payment of and to the seed patent and property holders.

28 EXH 134

1 434. Plaintiff is informed and believes, and thereon alleges, that
2 Robert directs the Seed Companies' business with the motive and plan that
3 the counterfeit seed will be sold to farmers that will plant it to grow lettuce
4 which they will falsely label as being of a particular variety including as
5 "organic," none of which is true.

6 435. Plaintiff is informed and believes, and thereon alleges, that
7 Robert monitors, adapts, and alters company transactions and practices as
8 necessary to carry out and conceal the agricultural lettuce seed wrongdoing
9 from governmental regulators.

10 436. Plaintiff is informed and believes, and thereon alleges, that
11 Robert directed and authorized his family law attorneys to falsify court
12 orders and engage in other attorney wrongdoing to corrupt and misuse the
13 family law court as a mechanism to take Plaintiffs' Seed Companies' shares
14 and interests and deny her company information.

15 437. Plaintiff is informed and believes, and thereon allege, that
16 Robert committed predicate crimes for the agricultural racketeering,
17 including violation of 18 U.S.C. §2320 (relating to trafficking in goods or
18 services bearing counterfeit marks), and 18 U.S.C. sections §1831 and §1832
19 (relating to economic espionage and theft of trade secrets), and the federal
20 Seed Act, 7 U.S.C. §551 et seq., in particular §1611, the crime of offering for
21 sale and selling interstate and internationally seed that is mis-labeled or
22 not certified, and the Plant Variety Protection Act, 7 U.S.C. §2321 et seq.

23 438. Plaintiff is informed and believes, and alleges, that Defendant
24 Robert violates the false representations seed statute, 7 U.S. Code § 1562,
25 because he deceptively sells seed as from a particular strain when such is
26 not true; the seed is counterfeit.

27 439. Robert transgresses 18 U.S. Code § 1956 which prohibits
28

EXH 135

1 laundering of monetary instruments, from and using the proceeds of some
2 form of unlawful activity.

3 440. Plaintiff is informed and believes, and thereon alleges, that
4 Robert violated 18 U.S.C. § 1512(c)(1) by the concealment and alteration of
5 documentary evidence he submitted to governmental regulators.

6 441. Plaintiff is informed and believes, and thereon alleges, that
7 Robert violated state law by engaging in document falsification (Calif. Penal
8 Code §92, §93, §118, §138, Govt. Code §68210, et al.)

9 442. On information and belief, Plaintiff alleges that Robert violated
10 18 U.S.C. §§1962(c) and (d) by actively participating and conspiring in the
11 Enterprise scheme to counterfeit and appropriate without right patented
12 and proprietary lettuce seed formulae and defrauded his ex-wife the
13 Plaintiff, all for the result intended, the taking of Plaintiff's shares in the
14 Seed Companies for his personal financial benefit.

15 443. Plaintiff is informed and believes, and thereon alleges, that
16 Robert utilized illicit profits from the Seed Companies' racketeering to
17 make investments in other illegal business, and in doing so that he
18 violated 18 U.S.C. § 1962(a)

19 **2. STEVEN BASSI, ROBERT'S BROTHER**

20 444. Defendant Steven Bassi is brother of Robert Bassi and is
21 Plaintiff's former brother-in-law. For many years Steven has been a
22 manager or executive of Defendant Tanimura & Antle ("T&A").

23 445. Plaintiff is informed and believes, and thereon alleges, that
24 Steven has had and continues to have a central and top role in the
25 Enterprise. With his T&A executive position and connections, Steven has
26 been instrumental to attract buyers, mostly farmers, of the illicit lettuce
27 seed. He knew how to sell to the farmers the lettuce seed "knock off" version,
28

EXH 136

1 available at half (1/2) price or less than what the seed patent holder would
2 charge. Plaintiff is informed and believes, and thereon alleges, that Steven
3 is instrumental in orchestrating T&A Enterprise participation.

4 446. Steven assisted to find customers and markets for the
5 counterfeit seed, thereby strategically contributing to revenue generation.

6 447. Plaintiff is informed and believes, and thereon alleges, that
7 Steven committed the predicate crimes of agricultural racketeering, 18
8 U.S.C. §2320 (relating to trafficking in goods or services bearing
9 counterfeit marks), and 18 U.S.C. sections §1831 and §1832 (relating to
10 economic espionage and theft of trade secrets), and the federal Seed Act, 7
11 U.S.C. §551 et seq., in particular §1611, the crime of offering for sale and
12 selling interstate and internationally seed that is mis-labeled or not
13 certified, and the Plant Variety Protection Act, 7 U.S.C. §2321 et seq.

14 448. Plaintiff is informed and believes, and alleges, that Defendant
15 Steven Bassi violates the false representations seed statute, 7 U.S. Code
16 § 1562, because he participates deceptively in the sale of mis-labeled seed
17 as organic or as from a particular strain when such is not true; the seed is
18 counterfeit.

19 449. Steven transgresses 18 U.S. Code § 1956 Laundering of
20 monetary instruments, from and using the proceeds of some form of
21 unlawful activity.

22 450. Plaintiff is informed and believes, and thereon alleges, that as a
23 long term, veteran executive at T&A, Steven knew that he was violating the
24 law and committing the predicate crimes, and that he did so with intent to
25 make illicit money.

26 451. On information and belief, Plaintiff alleges that Steven
27 violated 18 U.S.C. §§ 1962(c) and (d) by actively participating and conspiring

28 EXH 137

1 in the Enterprise scheme to expropriate, unlawfully produce and sell
2 counterfeit lettuce seed; to use the seed patent property holder's proprietary
3 rights, with the result intended, the taking of Plaintiffs' interests in the
4 Seed Companies and the converting of such property to his brother's
5 personal financial benefit, so that he too, could continue to profit from the
6 counterfeit seed business.

7 452. Plaintiff is informed and believes, and thereon alleges, that
8 Steven utilized illicit profits from the Seed Companies' racketeering to make
9 investments in other illegal business, and in doing so that he violated 18
10 U.S.C. § 1962(a)

11 **3. TANIMURA & ANTLE ("T&A")**

12 453. T&A is one of the largest agricultural product packagers and
13 distributors in the United States. T&A purchases lettuce crops from
14 Defendants Jerry Rava and Rodney Braga, packages the crops, and
15 distributes and sells the packaged products to various markets and
16 consumer outlets, including Costco, all with false labels that the lettuce is
17 of a particular variety, including the falsity of "organic."

18 454. The primary tactic and racket are that T&A purchases the phony
19 "organic" and other lettuce with knowledge that it is not organic or of the
20 strain or type indicated, then packages it and sells it as "organic," affixing a
21 false label stating that it is "organic."

22 455. T&A has various tactics and techniques to deprive and cheat the
23 consumers, including use of false "organic" labels.

24 456. Plaintiff is informed and believes, and thereon alleges, that T&A
25 committed various predicate crimes of agricultural racketeering, including
26 18 U.S.C. §2320 (relating to trafficking in goods or services bearing
27 counterfeit marks), 18 U.S.C. §1831 and §1832 (relating to economic
28

1 espionage and theft of trade secrets), and 18 U.S. Code § 1956 and the
2 federal Seed Act, 7 U.S.C. §551 et seq., in particular §1611, the crime of
3 offering for sale and selling interstate and internationally seed that is mis-
4 labeled or not certified, and the Plant Variety Protection Act, 7 U.S.C. §2321
5 et seq.

6 457. Plaintiff is informed and believes, and alleges, that Defendant
7 T&A violates the false representations seed statute, 7 U.S. Code § 1562,
8 because it deceptively utilizes mis-labeled seed as organic or as from a
9 particular strain when such is not true; the seed is counterfeit. Defendant
10 T&A breaches and does not carry out the “organic” standards and
11 requirements under the Organic Foods Production Act of 1990 (“OFPA”), 7
12 U.S.C. § 6501 et seq. Defendant T&A violates these laws because the seeds
13 and crops it utilizes and produces are not “organic,” under the code, but
14 Defendant T&A knowingly and intentionally provide false information
15 about the seeds and crops, transgressing §5601 and §6519 (c)(1) and (2).

16 458. On information and belief, T&A violated 18 U.S.C. §§1962(c) and
17 (d) by actively participating and conspiring in the Enterprise scheme to
18 manipulate and corrupt the conventional and “organic” lettuce industry.

19 **4. GENE AGNEW, SEED BUSINESS PARTNER**

20 459. Defendant Gene Askew was and may still be the key agricultural
21 racketeering partner of Robert. Plaintiff and Robert were still married
22 when they met Agnew and became partners with him for purposes of
23 multiplying lettuce seed for clients.

24 460. Without notice or consent to Plaintiff , in 2008 Agnew and Robert
25 converted the partnership to CSI, where Agnew took controlling financial
26 interest and charge of a board to the complete exclusion of Plaintiff.

27 461. In 2008 Robert discovered Agnew stealing from CSI by taking

28 EXH 139

1 personal expenses and business expenses, paying NSA employees who did
2 not perform work for CSI from CSI payroll and further took sales
3 commissions for clients he was not authorized to pay to himself. Further,
4 Agnew owned a separate milling operation and sent come CSI business
5 there to be billed, while Defendant Robert Bassi contracted with outside
6 milling businesses and AgriCoat until 2011 when Robert and Susan
7 acquired milling equipment as part of the AgriCoat buy out.

8 462. Plaintiff is informed and believes, and thereon alleges, that
9 Agnew has worked with and for Robert since approximately 2004 and from
10 some later point, in or about 2009, in the counterfeit seed business.

11 463. Agnew is versed in the growing of illicit seed without permission
12 of seed patent and rights holders, on how to derogate their rights to profit
13 from their proprietary seeds, producing or multiplying the seed, and selling
14 it to farmers at about one half (1/2) or less than the price that would be paid
15 if the seed were legitimate and lawful with the involvement of and payment
16 to the patent and rights holders.

17 464. Plaintiff is informed and believes, and thereon alleges, that
18 Agnew, like Robert and Steven, is aware and directs the Seed Companies'
19 business with the motive and plan that the counterfeit seed will be sold to
20 farmers that will grow lettuce which they will falsely label as "organic" or
21 of a particular variety.

22 465. Plaintiff is informed and believes, and thereon alleges, that
23 Agnew has received substantial profit from the illegal seed business and the
24 production and sale of counterfeit lettuce seed.

25 466. Plaintiff is informed and believes, and thereon alleges, that
26 Agnew had a significant role in the Enterprise to direct and manipulate
27 matters to achieve the Enterprise objective of production and sale of
28

EXH 140

1 counterfeit seed.

2 467. Plaintiff is informed and believes, and thereon alleges, that
3 Agnew committed the predicate crimes of agricultural racketeering, 18
4 U.S.C. §2320 (relating to trafficking in goods or services bearing
5 counterfeit marks), and 18 U.S.C. sections §1831 and §1832 (relating to
6 economic espionage and theft of trade secrets), and 18 U.S. Code § 1956
7 Laundering of monetary instruments, from and using the proceeds of some
8 form of unlawful activity.

9 468. Plaintiff is informed and believes, and alleges, that Defendant
10 Agnew violates the false representations seed statute, 7 U.S. Code § 1562,
11 because he mis-labels seed as organic or as from a particular strain when
12 such is not true; the seed is counterfeit. Defendant Agnew breaches and
13 does not carry out the “organic” standards and requirements under the
14 Organic Foods Production Act of 1990 (“OFPA”), 7 U.S.C. § 6501 et seq. He
15 violates these laws because the seeds and crops Defendant Agnew utilizes
16 and produces are not “organic,” under the code, and Defendant Agnew
17 knowingly and intentionally provide false information about the seeds and
18 crops, transgressing §5601 and §6519 (c)(1) and (2).

19 469. On information and belief, Plaintiff allege that Agnew violated
20 18 U.S.C. §§1962(c) and (d) by actively participating and conspiring in the
21 Enterprise scheme to carry out the counterfeit seed business, with the
22 intent of ousting Plaintiff from the Seed Companies’ businesses, all to the
23 harm and detriment of the Plaintiff, injuring her in her property.

24 **5. JERRY RAVA LETTUCE GROWER**

25 470. Defendant Jerry Rava is a lettuce farmer and producer and
26 grows other crops. The size of Rava’s growing operations classifies him as
27 a large-scale commercial vegetable grower. Defendant Rava and Defendant

28 EXH 141

1 Rodney Braga together are estimated to grow and provide eighty percent
2 (80%) of the commercial “organic” lettuce sold in the United States, Mexico,
3 and Canada.

4 471. Plaintiff is informed and believes, and thereon alleges, that
5 Defendant Rava has purchased and continues to purchase phony lettuce
6 seed from Defendants Robert Bassi, Agnew, and the Seed Companies.
7 Using the counterfeit lettuce seed, Rava produces lettuce which it falsely
8 represents as being a legitimate variety and strain and at times as also
9 being “organic.”

10 472. Rava sells its lettuce crop to T&A, making the false
11 representations as to the produce of the illicit seed, which representations
12 T&A knows are false.

13 473. When it sells its products to T&A, Rava knows that T&A will
14 package, mis-label and sell the lettuce to grocery retailers as “organic,” i.e.,
15 that the “organic” lettuce was produced in compliance with “organic”
16 agricultural procedures and requirements, which is not true.

17 474. Plaintiff is informed and believes, and thereon alleges, that as
18 part of growing the lettuce from counterfeit seed, and designating some of
19 the crop as “organic,” that Rava submits to government regulators
20 documents, reports and data that falsely represent that Rava is in
21 conformance and compliance with agricultural and other laws and
22 regulations for the production of lettuce and “organic” lettuce.

23 475. Plaintiff is informed and believes, and thereon alleges, that Rava
24 committed the predicate crimes of agricultural racketeering, 18 U.S.C.
25 §2320 (relating to trafficking in goods or services bearing counterfeit
26 marks), and 18 U.S.C. sections §1831 and §1832 (relating to economic
27 espionage and theft of trade secrets), and the federal Seed Act, 7 U.S.C. §551
28

1 et seq., in particular §1611, the crime of offering for sale and selling
2 interstate and internationally seed that is mis-labeled or not certified, and
3 the Plant Variety Protection Act, 7 U.S.C. §2321 et seq.

4 476. Plaintiff is informed and believes, and alleges, that Defendant
5 Rava violates the false representations seed statute, 7 U.S. Code § 1562,
6 because he deceptively utilizes mis-labeled seed as organic or as from a
7 particular strain when such is not true; the seed is counterfeit. Defendant
8 Rava breaches and does not carry out the “organic” standards and
9 requirements under the Organic Foods Production Act of 1990 (“OFPA”), 7
10 U.S.C. § 6501 et seq. Defendant Rava violates these laws because the seeds
11 and crops it utilizes and produces are not “organic,” under the code, but
12 Defendant Rava knowingly and intentionally provide false information
13 about the seeds and crops, transgressing §5601 and §6519 (c)(1) and (2).

14 477. Rava transgresses 18 U.S. Code § 1956 Laundering of monetary
15 instruments, from and using the proceeds of some form of unlawful activity

16 478. Plaintiff is informed and believes, and thereon alleges, that Rava
17 committed the predicate crimes of submitting to a public official, falsified
18 and fraudulent documents and data, in violation of 18 U.S.C. § 1951, and 18
19 U.S.C. §1512(c)(1), pertaining to the concealment and alteration of
20 documentary evidence, and that Rava engaged in other agricultural
21 predicate crimes under various federal laws, which additional crimes will
22 be discerned through discovery in this case.

23 479. Plaintiff is informed and believes, and thereon alleges, that Rava
24 engaged in conspiracy to obstruct justice, Penal Code §182(c)(5).

25 480. On information and belief, Defendant Rava violated 18 U.S.C. §§
26 1962(c) and (d) by actively participating and conspiring in the Enterprise
27 scheme to manipulate and corrupt the family law proceedings against
28

1 Plaintiff.

2 **6. RODNEY BRAGA, LETTUCE GROWER**

3 481. Defendant Rodney Braga is a lettuce farmer and producer and
4 grows other crops. The size of Braga’s growing operations classifies him as
5 a large-scale commercial vegetable grower. Defendant Braga and
6 Defendant Jerry Rava together are estimated to grow and provide eighty
7 percent (80%) of the commercial “organic” lettuce sold in the United States,
8 Mexico, and Canada.

9 482. Plaintiff is informed and believes, and thereon alleges, that
10 Defendant Braga has purchased and continues to purchase phony lettuce
11 seed from Defendants Robert Bassi, Agnew, and the Seed Companies.
12 Using the counterfeit lettuce seed, Braga produces lettuce which it falsely
13 represents as being a legitimate variety and strain and at times as also
14 being “organic.”

15 483. Braga sells its lettuce crop to T&A, making the false
16 representations as to the produce of the illicit seed, which representations
17 T&A knows are false.

18 484. When it sells its products to T&A, Braga knows that T&A will
19 package, mis-label and sell the lettuce to grocery retailers as “organic,” i.e.,
20 that the “organic” lettuce was produced in compliance with “organic”
21 agricultural procedures and requirements, which is not true.

22 485. Plaintiff is informed and believes, and thereon alleges, that as
23 part of growing the lettuce from counterfeit seed, and designating some of
24 the crop as “organic,” that Braga submits to government regulators
25 documents, reports and data that falsely represent that Braga is in
26 conformance and compliance with agricultural and other laws and
27 regulations for the production of lettuce and “organic” lettuce.

28 EXH 144

1 486. Plaintiff is informed and believes, and thereon alleges, that
2 Braga committed the predicate crimes of agricultural racketeering, 18
3 U.S.C. §2320 (relating to trafficking in goods or services bearing counterfeit
4 marks), and 18 U.S.C. sections §1831 and §1832 (relating to economic
5 espionage and theft of trade secrets), and the federal Seed Act, 7 U.S.C. §551
6 et seq., in particular §1611, the crime of offering for sale and selling
7 interstate and internationally seed that is mis-labeled or not certified, and
8 the Plant Variety Protection Act, 7 U.S.C. §2321 et seq.

9 487. Plaintiff is informed and believes, and alleges, that Defendant
10 Braga violates the false representations seed statute, 7 U.S. Code § 1562,
11 because he deceptively utilizes mis-labeled seed as organic or as from a
12 particular strain when such is not true; the seed is counterfeit. Defendant
13 Braga breaches and does not carry out the “organic” standards and
14 requirements under the Organic Foods Production Act of 1990 (“OFPA”), 7
15 U.S.C. § 6501 et seq. Defendant Braga violates these laws because the seeds
16 and crops it utilizes and produces are not “organic,” under the code, but
17 Defendant Braga knowingly and intentionally provide false information
18 about the seeds and crops, transgressing §5601 and §6519 (c)(1) and (2).

19 488. Braga violates 18 U.S. Code § 1956 Laundering of monetary
20 instruments, from and using the proceeds of some form of unlawful activity

21 489. Plaintiff is informed and believes, and thereon alleges, that
22 Braga committed the predicate crimes of submitting to a public official,
23 falsified and fraudulent documents and data, in violation of 18 U.S.C. §
24 1951, and 18 U.S.C. § 1512(c)(1), pertaining to the concealment and
25 alteration of documentary evidence, and that Rava engaged in other
26 agricultural predicate crimes under various federal laws, which additional
27 crimes will be discerned through discovery in this case.

28 EXH 145

1 490. Plaintiff is informed and believes, and thereon alleges, that
2 Braga engaged in conspiracy to obstruct justice, Penal Code §182(c)(5).

3 **7. SEED COMPANIES**

4 491. Defendants California Seeds, Inc. a California corporation,
5 (“CSI”) and California Seed Production, Inc., a California corporation
6 (“CSP”) (CSI and CSP together are the “Seed Companies”) are legal entities
7 Plaintiff and her husband established in 2004 and 2008. Robert used the
8 Seed Companies to carry out the illegal seed production and sale business.
9 Robert denied and hid from Plaintiff Seed Companies’ financial data, forced
10 Plaintiff out of the Seed Companies and continues to use them to conduct
11 the unlawful counterfeit seed multiplier business.

12 492. Plaintiff is informed and believes, and thereon alleges, that
13 Robert has given Defendant Steven Bassi some interest in the Seed
14 Companies by which they share profit from the illegal seed business.

15 493. Plaintiff is informed and believes, and thereon alleges, that
16 Steven and Robert set up other companies or entity conduits for the illegal
17 seed business, which will be identified in discovery.

18 494. Although the Seed Companies are named Defendants, Plaintiff
19 is informed and believes, and thereon alleges, that Defendants Robert,
20 Steven, and others have operated the companies to produce, mill and sell
21 counterfeit seed in and for the racketeering Enterprise, using the Seed
22 Companies for their own personal gain, to the detriment of the Seed
23 Companies and Plaintiff’s interest therein.

24 495. Plaintiff is informed and believes, and alleges, that Defendant
25 Seed Companies, under the direction of Defendant Robert Bassi, violate the
26 false representations seed statute, 7 U.S. Code § 1562, because they
27 deceptively utilize mis-labeled seed as organic or as from a particular strain
28

EXH 146

1 when such is not true; the seed is counterfeit which is unlawfully grown
2 from seed patent holders' stock seed. Defendant Seed Companies breach
3 and do not carry out the "organic" standards and requirements under the
4 Organic Foods Production Act of 1990 ("OFPA"), 7 U.S.C. § 6501 et seq.
5 Defendants violate these laws because the seeds and crops the Seed
6 Companies utilize and produce are not "organic," under the code, but
7 Defendant Seed Companies knowingly and intentionally provide false
8 information about the seeds and crops, transgressing §5601 and §6519 (c
9)(1) and (2).

10 496. Plaintiff is informed and believes, and thereon allege, that the
11 Seed Companies have vital roles in the Enterprise, serving as the companies
12 that undertake the operation for production and sale of the counterfeit seed.

13 497. On information and belief, the Seed Companies violated 18
14 U.S.C. §§ 1962(c) and (d) by actively participating and conspiring in the
15 Enterprise scheme to carry out and implement and conceal the unlawful
16 production and sale of counterfeit lettuce seed and deceive the seed strain
17 and variety patent holders and the "organic" lettuce buying public
18 expropriate proprietary lettuce seed strains and variety, produce seed using
19 the stolen intellectual property, and sell the counterfeit seed.

20 **8. CHARLES BURAK - ACCOUNTANT**

21 498. Defendant Charles Burak is a certified public accountant that
22 has provided and, Plaintiff is informed and believes, continues to provide
23 accounting services to Defendant Robert Bassi and the Enterprise.

24 499. Plaintiff is informed and believes, and thereon alleges, that
25 Defendant Burak provides accounting services to the Enterprise by and
26 through his provision of such services to Defendant Robert Bassi.

27 500. Plaintiff is informed and believes, and thereon alleges, that
28

EXH 147

1 Burak collects Enterprise financial data knowing that it reflects the RICO
2 activity alleged herein; he knows there is racketeering.

3 501. Plaintiff is informed and believes, and thereon alleges, that that
4 Defendant Burak knows and assists with the provision of false information
5 to government regulators that Defendants are in conformance and
6 compliance with agricultural and other laws and regulations to produce
7 lettuce and “organic” lettuce.

8 502. Plaintiff is informed and believes, and thereon alleges, that
9 Burak committed the predicate crimes of agricultural racketeering, 18
10 U.S.C. §2320 (relating to trafficking in goods or services bearing counterfeit
11 marks), and 18 U.S.C. sections §1831 and §1832 (relating to economic
12 espionage and theft of trade secrets), and 18 U.S. Code § 1956 Laundering
13 of monetary instruments, from and using the proceeds of some form of
14 unlawful activity.

15 503. Plaintiff is informed and believes, and alleges, that Defendant
16 Burak knew his clients were violating the false representations seed
17 statute, 7 U.S. Code § 1562, because they deceptively utilized mis-labeled
18 seed as organic or as from a particular strain when such is not true; the seed
19 is counterfeit. Defendant Burak knew that T&A breaches and does not
20 carry out the “organic” standards and requirements under the Organic
21 Foods Production Act of 1990 (“OFPA”), 7 U.S.C. § 6501 et seq. Defendant
22 Burak knew that his clients violate these laws because the seeds and crops
23 it utilizes and produces are not “organic,” under the code, but Defendant
24 T&A knowingly and intentionally provide false information about the seeds
25 and crops, transgressing §5601 and §6519 (c)(1) and (2).

26 504. Plaintiff is informed and believes, and thereon alleges, that
27 Braga committed the predicate crimes of submitting to a public official,
28

EXH 148

1 falsified and fraudulent documents and data, in violation of 18 U.S.C. §
2 1951, and 18 U.S.C. § 1512(c)(1), pertaining to the concealment and
3 alteration of documentary evidence, and that Burak engaged in other
4 agricultural predicate crimes under various federal laws, which additional
5 crimes will be discerned through discovery in this case.

6 505. Plaintiff is informed and believes, and thereon alleges, that
7 Burak engaged in conspiracy to obstruct justice, Penal Code §182(c)(5).

8 506. On information and belief, Defendant Burak violated 18 U.S.C.
9 §§ 1962(c) and (d) by actively participating and conspiring in the Enterprise
10 scheme to manipulate and corrupt the family law proceedings against
11 Plaintiff.

12 **9. MARGARET RUSSO - BOOKEEPER**

13 507. Defendant Margaret Russo is a trained bookkeeper and
14 paralegal. At relevant times she has provided Defendant Robert Bassi and
15 the Enterprise with bookkeeping services regarding Enterprise transactions
16 and cash flows, income, and expense.

17 508. Plaintiff is informed and believes, and thereon alleges, that
18 Defendant Russo provides bookkeeping and paralegal services to the
19 Enterprise by and through her provision of such services to Defendants
20 Robert Bassi as the Seed Companies, and Gene Agnew.

21 509. Plaintiff is informed and believes, and thereon alleges, that
22 Russo collects Enterprise financial data knowing that it reflects and is for
23 the RICO activity alleged herein.

24 510. Plaintiff is informed and believes, and thereon alleges, that that
25 Defendant Russo knows and assists with the provision of false information
26 to government regulators that Defendants are in conformance and
27 compliance with agricultural and other laws and regulations to produce
28

1 lettuce and “organic” lettuce, including the false representations seed
2 statute, 7 U.S. Code § 1562, and the Organic Foods Production Act of 1990
3 (“OFPA”), 7 U.S.C. § 6501 et seq. Defendant Russo knows that her
4 bookkeeping clients violate these laws because the seeds and crops they
5 utilize and produce are not “organic,” under the code. Defendant Russo
6 knowingly and intentionally provided false information about the seeds and
7 crops, transgressing §5601 and §6519 (c)(1) and (2).

8 511. Plaintiff is informed and believes, and thereon alleges, that
9 Russo committed the predicate crimes of agricultural racketeering, 18
10 U.S.C. §2320 (relating to trafficking in goods or services bearing counterfeit
11 marks), the false representations seed statute, 7 U.S. Code § 1562, and the
12 Organic Foods Production Act of 1990 (“OFPA”), 7 U.S.C. § 6501 et seq.
13 along with 18 U.S.C. sections §1831 and §1832 (relating to economic
14 espionage and theft of trade secrets), and 18 U.S. Code § 1956 Laundering
15 of monetary instruments, from and using the proceeds of some form of
16 unlawful activity

17 512. Plaintiff is informed and believes, and thereon alleges, that
18 Russo committed the predicate crimes of submitting to a public official,
19 falsified and fraudulent documents and data, in violation of 18 U.S.C. §
20 1951, and 18 U.S.C. § 1512(c)(1), pertaining to the concealment and
21 alteration of documentary evidence, and that Russo engaged in other
22 agricultural predicate crimes under various federal laws, which additional
23 crimes will be discerned through discovery in this case.

24 513. Plaintiff is informed and believes, and thereon alleges, that
25 Russo engaged in conspiracy to obstruct justice, Penal Code §182(c)(5).

26 514. On information and belief, Defendant Russo violated 18 U.S.C.
27 §§ 1962(c) and (d) by actively participating and conspiring in the Enterprise
28

EXH 150

1 scheme to manipulate and corrupt the family law proceedings against
2 Plaintiff.

3 **XVII. THE RICO ENTERPRISE**

4 515. The Enterprise is an Association in fact within the meaning of
5 18 U.S.C. §1961(4), having levels with participants and actors that
6 communicate and interact horizontally within their own operation and
7 outside to other racketeering participants in the Enterprise operations or
8 rackets.

9 **A. Counterfeit Seed Enterprise**

10 516. For counterfeit seed production, the Enterprise consists of an
11 association in fact of the Seed Companies, CSI and CSP, Robert, Steven and
12 third parties, persons and companies including Defendant buyer farmers
13 Rava and Brava that routinely buy the counterfeit seed as it is half (1/2) the
14 price or less of legitimate and lawful seed.

15 517. The Seed Companies are counterfeit seed central actors but
16 cannot function without outside actor participants including persons to
17 conduct their operations and buyers of their illicit products.

18 518. Plaintiff believes that the counterfeit seed Enterprise currently
19 consists of the Seed Companies, Robert, Steven , Agnew buyer farmers Rava
20 and Brava and others in the Salinas – Soledad region and T&A. Enterprise
21 participants come and go, depending on the seed strains and varieties that
22 are being stolen from their patent holders and proprietors and the buyers of
23 the unlawfully multiplied seeds. The Enterprise’ lucrativeness is based on
24 violating the false representations seed statute, 7 U.S. Code § 1562, and the
25 Organic Foods Production Act of 1990 (“OFPA”), 7 U.S.C. § 6501 et seq.

26 519. Plaintiff is informed and believes, and thereon alleges, that there
27 are key large buyer-farmers who have been and still are Enterprise actors

28 EXH 151

1 and part of the Association-in-Fact, as they purchase large quantities of
2 counterfeit seed for conventional and organic lettuce.

3 **B. Counterfeit Lettuce Production Enterprise**

4 520. Defendants Jerry Rava, Rodney Braga and T&A, along with
5 T&A executive Steven Bassi, comprise that part of the Enterprise that takes
6 the product of the counterfeit seed to crop and then to market to consumers
7 through grocers and intermediaries, all the while concealing and
8 fraudulently stating that the lettuce is legitimate crop lawfully grown from
9 certain type or variety of seed, with some designated as “organic,” all of
10 which is false because the product is grown from counterfeit lettuce seed
11 and is not raised or harvested in accordance with rules and regulations for
12 “organic” food production.

13 521. Purchase and processing of the counterfeit lettuce crop is the
14 second level of the overall Enterprise, taking the product of the phony seeds
15 from farm to processing and packaging. Jerry Rava and Rodney Braga sell
16 their counterfeit products to T&A, which in turn sells them to grocery
17 chains, all the while misrepresenting the products as in compliance with
18 government agricultural and “organic” produce rules and regulations.

19 **C. Counterfeit “Organic” Lettuce Sold to Consumers**

20 522. Defendant T&A, along with T&A executive Steven Bassi,
21 comprise the final and most important part of the Enterprise that yields the
22 illicit profits.

23 523. T&A labels and packages the counterfeit lettuce as having
24 certain qualities or attributes based on the seed variety from which it was
25 grown but knowing that the lettuce was not grown from legitimate seed
26 variety or strain as labeled, such that the labels and branding is false and
27 in violation of the false representations seed statute, 7 U.S. Code § 1562.

28 EXH 152

1 524. A large part of the illicit profit derives from the sale of lettuce
2 mislabeled and represented to be “organic,” when it is not organic at all, but
3 the product of counterfeit seed and farming practices which do not comport
4 with “organic” production requirements. See, OFPA, 7 U.S.C. § 6501 et seq.

5 **C. Enterprise Distinct from Individual Defendant Actors**

6 525. The counterfeit seed and lettuce Enterprise is distinct and apart
7 from any single Defendant, the Seed Companies, Robert and Steven, Jerry
8 Rava , Rodney Braga and T&A, as it operates as an Association in fact
9 Enterprise of the Defendants.

10 526. There is no single Defendant that can carry out the Enterprise
11 by itself. Each Defendant is dependent upon other Defendants to perform
12 individual and separate functions that contribute to the success of the
13 counterfeit seed and lettuce Enterprise.

14 **XVIII. CLAIMS FOR RELIEF**

15 **A. COUNT ONE: VIOLATION OF 18 U.S.C. §1962(c)**

16 **(Plaintiff against all Defendants)**

17 527. Plaintiff incorporates by reference all preceding paragraphs.

18 528. Defendants and co-conspirators and each of them are "persons"
19 within the meaning of 18 U.S.C. §1961(3) and §1964(c).

20 529. The Defendant co-conspirators engaged in the Enterprise
21 racketeering activities in violation of 18 U.S.C. §1962(c).

22 530. At all times, the Defendants and co-conspirators formed an
23 association in fact for the purpose of producing counterfeit lettuce seed and
24 crops which could ultimately be sold to consumers as “organic,” or of a
25 particular variety when in fact the lettuce was not organic or of the specified
26 variety, having been derived from pirated stock seed made and developed
27 by a seed patent or rights’ holder.

28 EXH 153

1 531. To protect the Enterprise, certain of its members acted to ensure
2 the taking of Plaintiff's one-half (1/2) interest in the Seed Companies, while
3 at the same time preventing and stifling Plaintiff from obtaining any
4 knowledge or ability to ascertain and detect the Enterprise.

5 532. The Association in Fact Enterprise operated to protect and
6 conduct the Seed Companies and was an Enterprise distinct from the Seed
7 Companies or any of the Defendants or actors in the Enterprise, as
8 described and alleged in this Complaint.

9 533. At all relevant times, as described and alleged herein, the
10 Enterprise was engaged in, and its activities affected interstate commerce,
11 within the meaning of 18 U.S.C. §1962(c).

12 534. At all relevant times, the Defendants and co-conspirators
13 conducted the affairs of the Enterprise described and alleged herein through
14 a pattern of racketeering activity in violation of 18 U.S.C. §1962(c) as
15 described and alleged in this Complaint.

16 535. At all relevant times, Defendants and co-conspirators engaged in
17 "racketeering activity" within the meaning of 18 U.S.C. §1961(1) by
18 undertaking and doing the activity described and alleged in this Complaint,
19 which acts were and involved various repeated violations that were
20 predicate crimes, both federal and state, specified by 18 U.S.C. §1961(1), as
21 described and alleged herein.

22 536. As described and alleged, federal statutory predicate crimes
23 include 18 U.S.C. §2320 (relating to trafficking in goods or services bearing
24 counterfeit marks), and 18 U.S.C. sections §1831 and §1832 (relating to
25 economic espionage and theft of trade secrets), and the federal Seed Act, 7
26 U.S.C. §551 et seq., in particular §1611, the crime of offering for sale and
27 selling interstate and internationally seed that is mis-labeled or not
28

1 certified, in violation of the Plant Variety Protection Act, 7 U.S.C. §2321 et
2 seq., 18 U.S. Code § 1956, false representations against the seed statute, 7
3 U.S. Code § 1562, and breaches of the Organic Foods Production Act of 1990
4 (“OFPA”), 7 U.S.C. § 6501 et seq., by Enterprise systematic deliberate
5 transgression of the standards and requirements for “organic” agriculture.

6 537. Plaintiff is informed and believes, and alleges, that Defendants,
7 through their Enterprise, violate the false representations seed statute, 7
8 U.S. Code § 1562, because the Enterprise causes counterfeit seed to be mis-
9 labeled as organic or as from a particular strain when such is not true; the
10 seed is phony. The Enterprise and its constituents breach and do not carry
11 out the “organic” standards and requirements under OFPA, 7 U.S.C. § 6501
12 et seq. The Enterprise violates these laws because the seeds and crops it
13 utilizes and produces are not “organic,” under the code, but the Enterprise,
14 and its Defendants, its members, cause T&A and others to knowingly and
15 intentionally provide false information about the seeds and crops,
16 transgressing §5601 and §6519 (c)(1) and (2).

17 538. Defendants commit predicate crimes of laundering of monetary
18 instruments, from and using the proceeds of some form of unlawful activity,
19 along with mail and wire fraud, in violation of §1341 and §1343.

20 539. As described and alleged herein, state law predicate crimes
21 include document falsification, grand theft, and conspiracy to commit crime
22 and obstruct justice (Calif. Penal Code §503, §132, §133 §134, §487 and
23 §182(a)(1), (5); Govt. Code §6200).

24 540. Plaintiff is informed and believe, and thereon allege, that each
25 Defendant, within the time frame 2011 – 2021, committed and conspired in
26 the commission of at least two (2), but in fact many more, violations of the
27 above and herein described predicate crimes, as stated, and alleged in this
28

EXH 155

1 Complaint.

2 541. The crimes and acts of racketeering activity, summarized herein
3 and described and alleged in detail in this Complaint, constituted a “pattern
4 of racketeering activity” within the meaning of 18 U.S.C. § 1961(5).

5 542. The acts described and alleged were related to each other by
6 virtue of common participants, common victims (the Plaintiff and anyone
7 that might detect and report the Enterprise, holders of proprietary seed
8 patents and rights, and consumers of agricultural products which
9 Defendants produced and sold) a common method of commission against
10 similarly situated persons, and the common primary purpose and common
11 result, of defrauding and converting and taking from the victims, for the
12 Plaintiff, her property consisting of equity in the Seed Companies and from
13 consumers, payments for phony “organic” and other counterfeit lettuce.

14 543. Plaintiff sustained injury to her property from the Enterprise in
15 or about October 2018 when the Divorce Decree was entered, which Divorce
16 Decree, not being final, still has not affixed her injury and damage.

17 544. As described and alleged above, the following agricultural,
18 lettuce seed racketeering actions and predicate crime violations, as set forth
19 in detail in this Complaint, summarized and set forth below in approximate
20 schematic order:

- 21 a. Pirating and stealing proprietary seed strains;
- 22 b. Using stolen seed to produce large quantities of
23 the same seed without permission from the seed variety
24 patent or proprietary rights property owner;
- 25 c. Selling the produced seed to buyer-farmers at a
26 price that is one half (1/2) or less of that charged by the
27 holders of the seed patent or proprietary rights;

28 EXH 156

1 d. Conspiring and acting with the buyer – farmers to
2 use the pirated seed to grow “organic” or other special
3 variety lettuce, which lettuce cannot be legally marked
4 “organic” or special because use of counterfeit seed
5 violations the USDA National Organic Program
6 (“OFPA”), 7 U.S.C. § 6501 et seq. and federal and state
7 and international laws and regulations.

8 e. Acting and conspiring with the buyer-farmers and
9 intermediaries, such as lettuce packers, principally
10 T&A, to conceal and withhold from grocers and the
11 consumer public the fact that the “organic” lettuce is not
12 “organic” because it is produced from counterfeit seed,
13 in order that “organic” lettuce consumers pay the
14 typically 10% to 20% higher price for organic lettuce
15 compared to conventional, non-organic;

16 f. systematically concealing from the lettuce seed patent
17 and proprietary rights holders the theft of their lettuce
18 seed strains and varieties, their mass production and
19 sale to buyer farmers at half (1/2) price or less and
20 concealing from consumers that the lettuce is not
21 “organic” or as otherwise mis-labeled in contravention of
22 the seed patent holders’ proprietary rights; and

23 g. applying for and obtaining federal and other
24 subsidies to fund the Enterprise by submitting to the
25 government false information and falsified documents to
26 secure the subsidy funds for use in the Enterprise.

27 545. The Enterprise Defendants contributed to the Enterprise by

28 EXH 157

1 conspiring with its actors to assure corruption of the agricultural
2 regulatory process and protocols by the concealment and withholding of the
3 truth that the seed and lettuce were not derived from strains, and varieties
4 and were not “organic” as represented to regulators and the public.

5 546. Enterprise Defendants Robert Bassi and Steven Bassi and the
6 Seed Companies and T&A conspired and acted to withhold from Plaintiff
7 financial information about the Seed Companies to take Plaintiff’s rights
8 and interests in the Seed Companies, in violation of 18 U.S.C. §1962(d), as
9 described and alleged herein and in the next claim for relief under §1962(d).

10 547. Each Enterprise member is distinct from the Enterprise and its
11 activity and each exercised and continues to exercise control over various
12 functions of the Enterprise, with their individual roles and participation
13 described and alleged herein.

14 548. Each Enterprise actor and member, each of the Defendants, was
15 vital to the Enterprise, and conducted or controlled some vital aspect of the
16 Enterprise critical to its success, as described and alleged herein.

17 549. For their wrongdoing and wrongful conduct participating in the
18 Enterprise and committing predicate crimes, Defendants are liable to
19 Plaintiff for injury to her property and losses and damages in amounts to be
20 determined at trial.

21 550. The foregoing described and alleged participants and pattern of
22 racketeering activity are distinct from the Enterprise itself, which does not
23 solely engage in the above-described acts but does so through its members
24 and participants.

25 551. As described and alleged herein, the Seed Companies remain a
26 passive instrument of Defendants' racketeering activity, and together with
27 and through Defendants, the companies constitute an alternative

28 EXH 158

1 "enterprise" participant as that term is defined in 18 U.S.C. §1961(4).

2 552. This Complaint details the ongoing pattern of racketeering
3 based on facts that are known to Plaintiff and her counsel. It is filed without
4 the benefit of discovery, which will likely uncover more predicate acts and
5 further demonstrate the breadth and scope of the Enterprise's racketeering.

6 553. Collectively, all these violations alleged and described in this
7 complaint, occurring over ten (10) years, are a "pattern of racketeering
8 activity" within the meaning of 18 U.S.C. § 1961 (5).

9 554. Each activity was related, had similar purposes, involved the
10 same or similar participants and methods of commission, and had similar
11 results affecting similar victims, including persons such as Plaintiff.

12 555. Plaintiff is informed and believes, and thereon allege, that
13 Defendants continue to utilize the Enterprise to perpetrate racketeering
14 activity on and to the detriment of the holders of seed proprietary rights,
15 intermediaries, grocers, and the consumer public, making the Enterprise an
16 ongoing, continual operation, constantly seeking out new victims and
17 targets, who have valuable agricultural intellectual property or are deceived
18 to pay more for certain agricultural products, including "organic" lettuce.

19 556. Plaintiff was injured in her property by the Enterprise
20 racketeering and predicate acts and crimes in late 2018, when the court
21 issued the Divorce Decree which, although not final, stripped Plaintiff of
22 rights and benefits in and to the Seed Companies.

23 557. Because of Defendants' violations of 18 U.S.C. § 1962(c), Plaintiff
24 was injured in her property by loss of her rights and interests in the Seed
25 Companies, which interests had an aggregate value of more than
26 \$1,000,000.

27 558. Pursuant to RICO, 18 U.S.C. § 1964(c), Plaintiff is entitled to

28 EXH 159

1 recover three-fold (3x) her damages plus costs and attorneys' fees from the
2 Defendants and each of them.

3 **B. COUNT TWO: VIOLATION OF 18 U.S.C. §1962(d) BY**
4 **CONSPIRING TO VIOLATE 18 U.S.C. §1962(c)**
5 **(Plaintiff against all Defendants)**

6 559. Plaintiff incorporates by reference all preceding paragraphs.

7 560. Section 1962(d) of RICO provides that it "shall be unlawful for
8 any person to conspire to violate any of the provisions of subsection (a), (b)
9 or (c) of this section."

10 561. As described and alleged in this Complaint, Defendants, violated
11 18 U.S.C. §1962(c) and violated §1962(d) by conspiring to violate 18 U.S.C.
12 §1962(c).

13 562. The object of this conspiracy has been and is to conduct or
14 participate in, directly or indirectly, the conduct of the affairs of the §1962(c)
15 Enterprise described and alleged herein through a pattern of racketeering
16 activity also as described and alleged herein.

17 563. Defendants and non-defendant co-conspirators agreed to join the
18 conspiracy, agreed to commit, and did commit or conspire to commit the
19 predicate crimes and acts described herein, and knew that these acts were
20 part of a pattern of racketeering activity.

21 564. Defendants and their non-defendant co-conspirators have
22 engaged in numerous overt and predicate fraudulent racketeering acts in
23 furtherance of the conspiracy, including material misrepresentations and
24 omissions designed to defraud Plaintiff, the court, seed patent and
25 proprietary rights holders, the public, and consumers of "organic" lettuce,
26 and to conceal and hide the racketeering.

27 565. The nature of the above-described overt acts, material
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EXH 160

1 misrepresentations and omissions in furtherance of the conspiracy gives
2 rise to an inference that Defendants, their co-conspirators, and Enterprise
3 participants not only agreed to the objective of an 18 U.S.C. § 1962(d)
4 violation of RICO by conspiring to violate 18 U.S.C. § 1962(c), but they were
5 aware that their ongoing fraudulent acts have been and are part of an
6 overall pattern of racketeering activity.

7 566. As a direct and proximate result of Defendants' and the non-
8 defendant co-conspirators' overt acts and predicate acts in furtherance of
9 violating 18 U.S.C. § 1962(d) by conspiring to violate 18 U.S.C. § 1962(c),
10 Plaintiff and the other victims stated above have been and are continuing
11 to be injured in their property, as set forth more fully above, and Plaintiff is
12 informed and believes, other persons are and will be injured by the described
13 conspiracy to carry out the pattern of predicate crimes for the racketeering
14 family law Enterprise described and alleged herein.

15 **B. COUNT THREE: VIOLATION OF 18 U.S.C. §1962(a) BY**
16 **INVESTMENT OF PROCEEDS DERIVED FROM VIOLATION OF**
17 **18 U.S.C. §1962(c)**

18 **(Plaintiff against Defendants Robert Bassi and Steven Bassi)**

19 567. Plaintiff incorporates by reference all preceding paragraphs.

20 568. Section 1962(a) of RICO provides: " It shall be unlawful for any
21 person who has received any income derived, directly or indirectly, from a
22 pattern of racketeering activity or through collection of an unlawful debt in
23 which such person has participated as a principal within the meaning of
24 section 2, title 18, United States Code, to use or invest, directly or indirectly,
25 any part of such income, or the proceeds of such income, in acquisition of any
26 interest in, or the establishment or operation of, any enterprise which is
27 engaged in, or the activities of which affect, interstate or foreign commerce."
28

EXH 161

1 569. As described and alleged in this Complaint, Defendants, and the
2 non-defendant co-conspirators, violated 18 U.S.C. §1962(c) and violated
3 §1962(d) by conspiring to violate 18 U.S.C. §1962(c) to earn illicit profit on
4 the production and sale of counterfeit lettuce seed.

5 570. Defendants Robert and Steven earned illicit profit by their
6 counterfeit seed racketeering, some of which profits they re-invested in other
7 business enterprises, including, Plaintiff is informed and believes, Pacific
8 Valley Bank, all within the meaning of 18 U.S.C. §1962(a)

9 571. Defendants Robert and Steve must turn over to Plaintiff her
10 rights, title, and interest in and to these other business enterprises.

11 **C. COUNT FOUR: UNJUST ENRICHMENT**
12 **(Plaintiff vs. Defendants)**

13 572. Plaintiff alleges that under the laws of the State of California,
14 the Defendants have acted to unjustly retain a benefit to the Plaintiff's
15 detriment, and that Defendants' retention of the benefit violates the
16 fundamental principles of justice, equity, and good conscience.

17 **XIX. PRAYER**

18 **WHEREFORE**, Plaintiff demands judgment on each claim for relief,
19 jointly and severally, and other relief, as follows:

20 1. Awarding Plaintiff her actual damages and treble (three times) her
21 actual damages on their RICO claims, together with costs and reasonable
22 attorneys' fees;

23 2. Awarding Plaintiff pre-judgment and post-judgment interest as
24 provided by law;

25 3. Awarding Plaintiff her costs and expenses in this litigation,
26 including reasonable attorneys' fees and expert fees;

27 4. Awarding Plaintiff appropriate relief for Defendants' unjust
28

EXH 162

1 enrichment, including compensation for the value of Plaintiff's businesses
2 and financial assets taken or converted or destroyed by Defendants'
3 racketeering and their Enterprise and pre-judgment interest on such
4 business and asset value amounts; and

5 5. Awarding Plaintiff such other and further relief as may be just and
6 proper under the circumstances.

7 **DEMAND FOR JURY TRIAL**

8 Plaintiff demands a trial by jury on all claims so triable.

9
10 DATED: [Draft] July 1, 2021

Respectfully Submitted,

11 LAW OFFICE OF PATRICK J. EVANS

12
13 *[this is a draft, subject to revision]*

14 By: /s/ Patrick J. Evans

15 Patrick J. Evans

16 Counsel for Plaintiff

17 Susan Bassi

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28 EXH 163

BASSI v. R. BASSI, et al. (RICO)

Draft complaint, June 30, 2021

COMPLAINT EXHIBITS

<u>E</u>	Exhibit	Item / Document Title / Description	Ref.
<u>X</u>	Doc.		Page
<u>H.</u>	Date		Par.
"A"	07/28/2016	Complaint – <i>Progeny Advanced Genetics, Inc. v. Dubas</i> , 2:16-cv-02551-DKD	Pg. 39 ¶156 Pg. 41 ¶162-3 Pg. 90 ¶352
"B"	11/09/2009	(Excerpts) 3 Star Lettuce, LLC, Patent for "Winslow" Lettuce, Derived from T&A ownership of the variety "Winslow"	Pg. 39 ¶156 Pg. 41 ¶162-3 Pg. 90 ¶352
"C"	February 2011	Organic Seed Alliance, Plaintiff Susan Bassi, listed as contributor	Pg. 41 ¶262

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S. Bassi v. R. Bassi, et al.
DRAFT
[complaint 07/01/2021]

COMPLAINT EXHIBITS

“A”

-through-

“C”

**[Attachment to [DRAFT] complaint 07/01/2021
starting page is this page 138]**

EXH 165

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BASSI v. R. BASSI, et al. (RICO)

Draft complaint, July 1, 2021

COMPLAINT EXHIBIT “A”

“A”	07/28/2016	Complaint – <i>Progeny Advanced Genetics, Inc. v. Dubas</i> , 2:16-cv-02551-DKD -and- attached underlying state court action-
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EXH 166

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5 Pro Hac Vice Attorney for Plaintiff,
PROGENY ADVANCED GENETICS, INC.
6

7 **IN THE UNITED STATES DISTRICT COURT**
8 **FOR THE DISTRICT OF ARIZONA - PHOENIX DIVISION**

9 PROGENY ADVANCED GENETICS,)
INC., a California corporation;)
10 Plaintiff,)
11 v.)
12 KENNETH DUBAS, aka KEN DUBAS, an)
13 individual; and DOES 1-10, inclusive.)
14 Defendants.)
15)

CIVIL ACTION NO. _____

COMPLAINT FOR:

- 1. CONVERSION;
- 2. TRESPASS TO CHATTELS;
- 3. UNFAIR COMPETITION;
- 4. MISAPPROPRIATION OF TRADE SECRETS-STATUTORY AND COMMON LAW.

16 Plaintiff, PROGENY ADVANCED GENETICS, INC. (“Plaintiff” or “Progeny”), alleges as
17 follows:

18 **THE PARTIES**

19 1. Plaintiff is, and all relevant times mentioned in this Complaint was, a California
20 corporation, which is engaged in the business of breeding, producing and selling proprietary lettuce
21 seeds, with its principal place of business located in the County of Monterey, State of California.

22 2. Plaintiff is informed and believes and thereon alleges, that at all relevant times
23 mentioned in this Complaint, Defendant KENNETH DUBAS, aka KEN DUBAS (“Defendant” or
24 “Dubas”), is, and was an individual, with his primary residence located in Yuma County, Arizona, and
25 is therefore a citizen of the State of Arizona.

26 3. Plaintiff is unaware of the true names and capacities of the Defendants sued herein as
27 DOES 1 through 10, inclusive, and for that reason, sues such Defendants under such fictitious names.
28 Plaintiff is informed and believes and based thereon alleges that such fictitiously-named Defendants are

EXH 167

1 responsible in some manner for the occurrences herein alleged, and that Plaintiff's damages as herein
2 alleged were proximately caused by the conduct of said Defendants. Plaintiff will seek to amend this
3 Complaint when the names and capacities of such fictitiously-named Defendants are ascertained. As
4 used herein, the term Defendants shall include the named Defendant, as well as all fictitiously-named
5 defendants.

6 JURISDICTION AND VENUE

7 4. This Court has subject matter jurisdiction over this action pursuant to 28 U.S.C. §1332,
8 because the amount in controversy exceeds \$75,000, exclusive of interest and costs, and the controversy
9 is between Plaintiff, who is a citizen of another state, specifically California, and Defendant, who is a
10 citizen of the State of Arizona.

11 5. Venue is proper in this district pursuant to 28 U.S.C. §1391 because Defendant is a
12 resident in this district, and is subject to personal jurisdiction in this district, and because a substantial
13 part of the events or omissions giving rise to the claims set forth herein occurred in this district.

14 6. Additionally, Defendant has expressly acknowledged and agreed that this Court is a
15 convenient forum based on the following. Plaintiff initially filed the claims set forth in this action in
16 the Superior Court of California, County of Monterey (the "California Court"). A true and correct copy
17 of the Complaint filed in the California Court is attached hereto as **Exhibit "A"** and incorporated herein
18 by reference (the "California Complaint"). Defendant was served with the California Complaint at his
19 residence located in Monterey County, California. Thereafter, Defendant sought and obtained a stay of
20 the action in the California Court based on his sworn statements that California was an inconvenient
21 forum because Defendant's residence in California was his "vacation" home, and not his primary
22 residence, and that Defendant is currently a resident and citizen of Arizona. The California Court found
23 in favor of Defendant on his motion to stay action on grounds of forum non conveniens, and held that
24 the action set forth in the California Complaint "should be heard in a proper court having jurisdiction
25 and located in the State of Arizona" and then stayed the action in the California Court until it is
26 resolved by decision of a court located in Arizona. A true and correct copy of the Order Granting
27 Defendant's Motion to Stay Action on Grounds of Forum Non Conveniens entered by the California
28 Court on July 21, 2016 is attached hereto as **Exhibit "B"** and incorporated herein by reference.

EXH 168

BACKGROUND FACTS

1
2 7. The Plaintiff is in the business of breeding, marketing and selling lettuce seed varieties
3 for the production of lettuce for human consumption. Plaintiff is well known in California, Arizona,
4 Mexico, and elsewhere for its development and breeding of new lettuce seed varieties which are sold to
5 commercial farmers in those areas to grow lettuce for ultimate consumption by the public. In addition,
6 Plaintiff has also recently become quite active in Spain and Latin America, and is breeding, producing
7 and selling lettuce seed varieties in those areas either directly, or through affiliated companies or agents.

8 8. Plaintiff was incorporated in 1994. Since its incorporation, Plaintiff, through its current
9 plant breeder, George Darryn Gibson (“Gibson”), as well as with other plant breeders who have worked
10 for Plaintiff from time to time, has developed numerous novel strains and varieties of lettuce which
11 represent improvements over the strains and varieties of lettuce products that are available to the
12 producers of fresh lettuce (commercial farmers) and to the public from other breeders of lettuce seed.
13 In recognition of Plaintiff’s efforts, the Plaintiff has obtained protection of its novel strains and varieties
14 of lettuce seed that it has developed with numerous Plant Variety Protection Certificates issued by the
15 U. S. D. A. Plant Variety Protection Office and utility patents issued by the U. S. Patent and Trademark
16 Office.

17 9. Moreover, the Plaintiff continues to have an ongoing business plan to develop additional
18 novel strains and varieties of lettuce to meet the ongoing and changing needs of commercial farmers in
19 its sales areas for lettuce varieties with resistance to diseases and/or pests, or with other desired
20 characteristics preferred by the purchasers of lettuce with respect to such matters as taste, color, size,
21 etc. As such, Plaintiff spends hundreds of thousands of dollars each year on continuing efforts to breed
22 novel strains and varieties of lettuce seed with the new and/or desired characteristics, which are only
23 developed through Plaintiff’s painstaking research and investigation, and numerous growing trials and
24 evaluations relating to the creation of the novel strains and varieties. For each new strain or variety of
25 lettuce seed that is developed, the Plaintiff must spend countless hours, and up to several years growing
26 and evaluating several generations of seeds obtained from its research efforts at substantial cost and
27 effort by the Plaintiff, before each new seed variety is developed and becomes available for sale to the
28 public.

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1 10. The Defendant is a lettuce plant breeder who for the last three or four decades formerly
2 worked, at different times, for several other companies who are competitors of the Plaintiff in the
3 business of breeding, marketing and selling lettuce seed. As such, the Defendant is well aware of the
4 Plaintiff's reputation and fame in the industry for the development of novel strains and varieties of
5 lettuce seed, and is also well aware that the Plaintiff is engaged in ongoing proprietary breeding efforts
6 to develop new strains and varieties of lettuce seed, and that the Plaintiff regularly grows and evaluates
7 confidential experimental varieties of lettuce seed which have not yet been released for sale to the
8 public.

9 11. Upon information and belief, the last competitor that the Defendant worked for is called
10 3 Star Lettuce, LLC, a California limited liability company ("3 Star"), with its principal place of
11 business in the County of Monterey, State of California, which was, and currently is, also in the
12 business of breeding, marketing and selling lettuce seed. Upon information and belief, Defendant was
13 formerly a member of 3 Star but sold his interest in 3 Star two or more years ago, together with all of
14 his interest in the proprietary lettuce breeding material owned by 3 Star. Upon information and belief,
15 Dubas is now seeking to start-up a new company to compete in the business of breeding, marketing and
16 selling lettuce seed with the Plaintiff and others, both in the United States and internationally.

17 12. From his many years of being in the lettuce seed business, the Defendant is well aware
18 that it is extremely difficult to start a new company to breed, market and sell lettuce seed without
19 owning novel proprietary strains and varieties of lettuce seed, and that it takes a significant period of
20 time, and substantial money and resources, to begin fresh with publicly available materials and start a
21 new breeding program which can successfully compete in the marketplace for the sale of lettuce seed to
22 commercial farmers. In sum, it is a time consuming and expensive process to start-up a new company
23 in the lettuce seed industry.

24 13. Upon information and belief, the Defendant has sought to short circuit the legitimate
25 process of developing a new business of breeding, marketing and selling lettuce seed, by unlawfully,
26 wrongfully and improperly obtaining one or more of the novel varieties and strains of proprietary
27 lettuce seed developed, or in the process of being developed, by the Plaintiff, as described in detail
28 herein. The motive for the unlawful, wrongful and improper taking of the Plaintiff's proprietary

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1 material was to use that material to develop and/or introduce new varieties and strains of proprietary
2 lettuce seed for the Defendant's new seed business without authority or compensation to Plaintiff from
3 which the material was wrongfully taken. Upon information and belief, the Defendant has also sought
4 to convert proprietary seed materials from other third parties in order to unlawfully enrich Defendant's
5 new seed business venture, as described below.

6 14. More specifically, on the morning of November 11, 2015 (the Veteran's Day holiday),
7 two employees of the Plaintiff, specifically Jeffrey Urmanita and Britton Catron, went to visit
8 experimental proprietary lettuce seed (the "Experimental Seed") plantings that the Plaintiff was
9 growing for observational purposes in order to determine whether or not one or more of the
10 Experimental Seed plantings might be suitable for use in subsequent reproduction and commercial sale
11 of seed. The Experimental Seed was being grown in specially marked areas of a commercial field of
12 lettuce grown by the Plaintiff's long-time customer, GC Farming, L.L.C. ("GC Farming"), known as
13 Ranch 33 in the Tacna area, about 1 hour's drive east from Yuma, Arizona (the "Experimental Lettuce
14 Field").

15 15. On November 11, 2015, while the Plaintiff's employees were in the process of walking
16 around the Experimental Lettuce Field to make observations of the lettuce plants being grown from the
17 Experimental Seed, the Plaintiff's employees were startled to suddenly observe a man with a shovel
18 walking around the Experimental Field, and holding a lettuce plant with the root ball wrapped in foil
19 (the "Wrapped Lettuce Plant"), which is a common method in the plant breeding business for selecting
20 plants to be removed and planted elsewhere for multiplication and breeding use. When the man was
21 first observed by the Plaintiff's employees, he abruptly left the Experimental Lettuce Field, and left the
22 shovel and the Wrapped Lettuce Plant behind. At that time, the Progeny employees observed a hole in
23 the Experimental Lettuce Field where the plant had been removed. A short time later the man came
24 back to the place where he had left the shovel and the Wrapped Lettuce Plant, and then identified
25 himself as "Ken Dubas" to the Progeny employees. Dubas then claimed to be working in the
26 Experimental Lettuce Field with the authority of GC Farming to do product evaluations of lettuce for
27 the farmer, and also claimed that he had authority to remove the Wrapped Lettuce Plant from the field.
28 When Dubas was challenged by the Progeny employees, and asked why he needed to remove the

EXH 171

1 Wrapped Lettuce Plant simply to do a product evaluation for the farmer, he abruptly left the
2 Experimental Lettuce Field, and left the shovel and Wrapped Lettuce Plant behind him.

3 16. John Chavez (“Chavez”), the owner of GC Farming, arrived at the Experimental Lettuce
4 Field a short time later, together with Progeny breeder Gibson. Chavez informed the Progeny
5 employees that he had retained Dubas to do product evaluations for him, but denied that he had ever
6 authorized Dubas to remove the Wrapped Lettuce Plant from the Experimental Lettuce Field. Chavez
7 stated that Dubas only had authorization to take notes about the plants in the field. Chavez
8 acknowledged that he was well aware that neither GC Farming, nor any of its agents or employees, had
9 any rights or authority to do anything with the proprietary plants being grown in the Experimental
10 Lettuce Field other than make observations of the plants growing in the fields, and inform Progeny
11 whether or not they were potentially interested in commercially purchasing the Experimental Seed at a
12 future date, if Progeny subsequently determined that the Experimental Seed was going to be released for
13 sale to the marketplace. Progeny encourages its grower customers to give it feedback on whether or not
14 its experimental seed varieties perform well in the commercial fields where they are planted for
15 observation. However, Progeny never authorizes its grower customers to do anything with the
16 experimental seeds or plants other than make observations, or harvest lettuce grown therefrom.

17 17. Shortly after the incident with Dubas took place on November 11, 2015, Progeny was
18 informed by a local seed dealer that another seed company doing experimental lettuce seed trials in the
19 Yuma, Arizona area had a similar incident take place within a day or two of the incident at the
20 Experimental Lettuce Field, but this time, nobody observed a man digging out the lettuce plant. Rather,
21 a hole was simply observed where an experimental lettuce plant had been carefully dug out by someone
22 who was not authorized to do so, similar to the hole dug at the Experimental Lettuce Field where the
23 Wrapped Lettuce Plant was removed. It is suspected that Dubas may be responsible for the above
24 described missing plant although he was not observed taking the experimental lettuce plant.

25 18. Progeny also has reason to believe that Dubas may also have been involved in other
26 unauthorized efforts to convert, or attempt to convert, proprietary seed materials from Progeny or
27 others, either in the United States or internationally. Progeny reserves the right to amend this
28

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1 Complaint to add such additional allegations against Dubas and/or others at such point in time when it
2 obtains the information necessary to verify its suspicions regarding such other matters.

3 19. Progeny reported the incident of Dubas' unauthorized attempt to remove the Wrapped
4 Lettuce Plant from the Experimental Lettuce Field to the Yuma County Sheriff's Office. Thereafter, on
5 December 5, 2015, Deputy J. Olea, of the Yuma County Sheriff's Office attempted to meet with Dubas
6 to discuss the incident. Dubas refused to speak with Deputy Olea without an attorney being present.
7 Thereafter, Deputy Olea referred the matter to the Yuma County attorney's office for review.

8 FIRST CAUSE OF ACTION

9 **CONVERSION**

10 20. Plaintiff re-alleges and incorporates by reference all allegations contained in paragraphs
11 1 to 19, inclusive, as if set forth in full herein.

12 21. At all times relevant herein, Plaintiff was the owner of, and entitled to exclusive
13 possession and control of, the Wrapped Lettuce Plant. Dubas intentionally and substantially interfered
14 with Plaintiff's personal property by digging up and then wrapping in foil the Wrapped Lettuce Plant,
15 taking possession of the Wrapped Lettuce Plant, and then attempting to remove the Wrapped Lettuce
16 Plant from the Experimental Lettuce Field. In short, Dubas dug and wrapped the Wrapped Lettuce
17 Plant and attempted to remove the Wrapped Lettuce Plant from the Experimental Lettuce Field for his
18 own personal use and benefit for research use and/or exploitation of the variety, and to the detriment of
19 Plaintiff's rights of ownership of, and exclusive possession and control of, the Wrapped Lettuce Plant.

20 22. Plaintiff did not want the Wrapped Lettuce Plant to be dug up or wrapped, or removed
21 from the Experimental Lettuce Field, and never authorized or consented to any of the actions so taken
22 by Dubas. Each lettuce plant in the Experimental Lettuce Field was potentially unique, as the seeds
23 growing therein were derived from open pollinated seeds. Hence, any one lettuce plant could potentially
24 have special characteristics which are more valuable in the marketplace than other known varieties of
25 lettuce seed available for commercial sale. However, as a result of Dubas' unauthorized actions, the
26 Wrapped Lettuce Plant was not observed by the Plaintiff's employees in the Experimental Lettuce
27 Field, and compared to other plants growing in such field, and information recorded, as the Plaintiff had
28 planned before the Wrapped Lettuce Plant had been disturbed from its growing cycle by the wrongful

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1 actions taken by Dubas. Moreover, the Plaintiff will be unable to grow seed from the Wrapped Lettuce
 2 Plant again under similar growing conditions in the Yuma, Arizona area until the fall of 2016. The loss
 3 of information for this extended period of time was and is of substantial importance to the Plaintiff in
 4 its breeding program, as it puts the Plaintiff at least a year behind in its potential efforts to evaluate and
 5 then exploit the seed variety embodied in the Wrapped Lettuce Plant.

6 23. As a direct and proximate result of the aforementioned wrongful acts of Dubas, the
 7 Plaintiff was harmed, in an exact amount to be determined according to proof at trial, plus interest,
 8 costs and attorneys' fees, in an exact amount to be determined by proof at trial.

9 24. In addition, in doing and committing the foregoing acts, Dubas was guilty of malice,
 10 fraud, and oppression, and therefore, Plaintiff is entitled to an award of punitive and exemplary
 11 damages according to proof. Wherefore, Plaintiff prays for judgment as set forth below.

12 SECOND CAUSE OF ACTION

13 TRESPASS TO CHATTELS

14 25. Plaintiff re-alleges and incorporates by reference all allegations contained in paragraphs
 15 1 to 24, inclusive, as if set forth in full herein.

16 26. At all times relevant herein, Plaintiff was the owner of, and entitled to exclusive
 17 possession and control of, the Wrapped Lettuce Plant. Dubas intentionally and substantially interfered
 18 with Plaintiff's personal property by digging up and then wrapping in foil the Wrapped Lettuce Plant,
 19 taking possession of the Wrapped Lettuce Plant, and then attempting to remove the Wrapped Lettuce
 20 Plant from the Experimental Lettuce Field. In short, Dubas dug and wrapped the Wrapped Lettuce
 21 Plant and attempted to remove the Wrapped Lettuce Plant from the Experimental Lettuce Field for his
 22 own personal use and benefit, for research use and/or exploitation of the variety, and to the detriment of
 23 Plaintiff's rights of ownership of, and exclusive possession and control of, the Wrapped Lettuce Plant.

24 27. Plaintiff did not want the Wrapped Lettuce Plant to be dug up or wrapped, or removed
 25 from the Experimental Lettuce Field, and never authorized or consented to any of the actions so taken
 26 by Dubas. Each lettuce plant in the Experimental Lettuce Field was potentially unique, as the seeds
 27 growing therein were derived from open pollinated seeds. Hence, any one lettuce plant could potentially
 28 have special characteristics which are more valuable in the marketplace than other known varieties of

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1 lettuce seed available for commercial sale. However, as a result of Dubas' unauthorized actions, the
 2 Wrapped Lettuce Plant was not observed by the Plaintiff's employees in the Experimental Lettuce
 3 Field, and compared to other plants growing in such field, and information recorded, as the Plaintiff had
 4 planned before the Wrapped Lettuce Plant had been disturbed from its growing cycle by the wrongful
 5 actions taken by Dubas. Moreover, the Plaintiff will be unable to grow seed from the Wrapped Lettuce
 6 Plant again under similar growing conditions in the Yuma, Arizona area until the fall of 2016. The loss
 7 of information for this extended period of time was and is of substantial importance to the Plaintiff in
 8 its breeding program, as it puts the Plaintiff at least a year behind in its potential efforts to evaluate and
 9 then exploit the seed variety embodied in the Wrapped Lettuce Plant.

10 28. As a direct and proximate result of the aforementioned wrongful acts of Dubas, the
 11 Plaintiff was harmed, in an exact amount to be determined according to proof at trial, plus interest,
 12 costs and attorneys' fees, in an exact amount to be determined by proof at trial.

13 29. In addition, in doing and committing the foregoing acts, Dubas was guilty of malice,
 14 fraud, and oppression, and therefore, Plaintiff is entitled to an award of punitive and exemplary
 15 damages according to proof. Wherefore, Plaintiff prays for judgment as set forth below.

16 THIRD CAUSE OF ACTION

17 **UNFAIR COMPETITION**

18 30. Plaintiff re-alleges and incorporates by reference all allegations contained in paragraphs
 19 1 to 29, inclusive, as if set forth in full herein.

20 31. The conduct of Dubas set forth in this Complaint violated California law, including,
 21 without limitation, California Penal Code §487(b), which provides that grand theft is committed when
 22 vegetable crops are taken with a value exceeding two hundred fifty dollars (\$250). The value of the
 23 Wrapped Lettuce Plant was far in excess of two hundred fifty dollars (\$250) because it constituted
 24 valuable intellectual property which belonged to the Plaintiff and embodied years of expensive
 25 research. Accordingly, the conduct of Dubas described in this Complaint violated California's Unfair
 26 Competition Law, California Bus. & Prof. Code §17200, *et seq.*, since he violated California law.

27 32. The conduct of Dubas set forth in this Complaint violated Arizona law, including,
 28 without limitation, ARS §3-114, which provides that a person who knowingly damages, destroys or

1 removes any crop grown for commercial purposes or for research or testing purposes is liable for twice
2 the market value of the damaged, destroyed, or removed crop, twice the costs of production, and for
3 litigation costs. Accordingly, the conduct of Dubas described in this Complaint violated California's
4 Unfair Competition Law, California Bus. & Prof. Code §17200, *et seq.*, since he also violated Arizona
5 law.

6 33. The conduct of Dubas set forth in this Complaint also violated federal law, including,
7 without limitation, 18 U.S. Code §1832, which prohibits the theft of trade secrets, and provides that
8 anyone who attempts to steal, or without authorization, appropriate, take, carry away, or conceal a trade
9 secret, which is used or intended for use in interstate or foreign commerce, to the economic benefit of
10 anyone other than the owner thereof, or conspires with others to do so, may be fined or imprisoned.
11 The Wrapped Lettuce Plant was a trade secret which was intended for ultimate sale in interstate or
12 foreign commerce by Progeny upon completion of the research process. Accordingly, the conduct of
13 Dubas described in this Complaint violated California's Unfair Competition Law, California Bus. &
14 Prof. Code §17200, *et seq.*, since he also violated federal law.

15 34. Therefore, Dubas, by his conduct in digging up and then wrapping in foil the Wrapped
16 Lettuce Plant, taking possession of the Wrapped Lettuce Plant, and then attempting to remove the
17 Wrapped Lettuce Plant from the Experimental Lettuce Field, for Dubas' own personal use and benefit,
18 for research use and/or exploitation of the variety, committed unfair business practices within the
19 meaning of California's Unfair Competition Law, California Bus. & Prof. Code §17200, *et seq.* since
20 he violated both state and federal law.

21 35. Dubas, if not enjoined by this Court, may continue to commit acts of unfair competition
22 by unlawfully removing other experimental plants which Plaintiff may be growing in commercial fields
23 for observation, which potential acts of unfair competition this Court has authority to enjoin pursuant to
24 California Bus. & Prof. Code §17203. Plaintiff has no adequate remedy at law to protect itself from
25 Defendant's potential future acts of unfair competition which will cause Plaintiff irreparable harm, and
26 therefore Plaintiff is entitled to injunctive relief enjoining Dubas' act of unfair competition.

27 36. As a direct and proximate cause of the unlawful, wrongful, and improper acts of Dubas,
28 the Plaintiff has suffered harm in an exact amount to be determined according to proof at trial, plus

1 interest, costs and attorneys' fees, in an exact amount to be determined by proof at trial. In addition,
2 Plaintiff is entitled to injunctive relief enjoining Dubas from committing any future acts of unfair
3 competition. Wherefore, Plaintiff prays for judgment as set forth below.

4 **FOURTH CAUSE OF ACTION**

5 **MISAPPROPRIATION OF TRADE SECRETS--STATUTORY AND COMMON LAW**

6 37. Plaintiff re-alleges and incorporates by reference all allegations contained in paragraphs
7 1 to 36, inclusive, as if set forth in full herein.

8 38. Plaintiff was the sole owner of the Wrapped Lettuce Plant with the sole right to possess
9 and use the Wrapped Lettuce Plant.

10 39. At the time that Dubas dug up and wrapped the Wrapped Lettuce Plant, the Wrapped
11 Lettuce Plant, and all of the other lettuce plants being grown by the Plaintiff in the Experimental
12 Lettuce Field, were trade secrets belonging to the Plaintiff. The Experimental Seed owned by the
13 Plaintiff had and continues to have independent economic value because it was not and is not generally
14 known to or readily ascertainable by persons other than the employees and agents of Plaintiff.

15 40. Plaintiff has, and at all relevant times had, undertaken reasonable efforts to maintain the
16 secrecy of its Experimental Seed, including, without limitation, the Wrapped Lettuce Plant, and all
17 other lettuce plants grown in the Experimental Lettuce Field.

18 41. Dubas dug up and wrapped the Wrapped Lettuce Plant from the Experimental Lettuce
19 Field with full knowledge that Chavez and GC Farming had a duty to the Plaintiff to maintain the
20 secrecy of Plaintiff's trade secrets that were being grown in the Experimental Lettuce Field, and to
21 prevent anyone from doing anything with the lettuce plants growing in the Experimental Lettuce Field
22 without the Plaintiff's consent, other than make observations of the lettuce plants with regard to
23 potential future purchases of lettuce seed from the Plaintiff.

24 42. Dubas improperly used the Plaintiff's trade secrets by digging and wrapping the
25 Wrapped Lettuce Plant and attempting to remove it from the Experimental Lettuce Field. Such use by
26 Dubas constitutes a violation of Cal. Civil Code §3426 *et seq.* and California common law principles
27 against misappropriation of trade secrets.

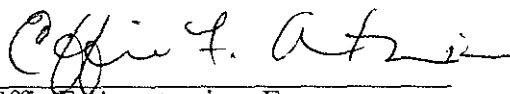
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Socioeconomic Justice Institute - socioeconomicinstitute.com

- 1 2. For pre-judgment and post-judgment interest to be determined according to proof at trial;
- 2 3. For exemplary and/or punitive damages to be determined according to proof at trial;
- 3 4. For attorneys' fees and costs of suit incurred to be determined according to proof at trial;
- 4 5. A preliminary and permanent injunction enjoining Dubas from any further acts of unfair
- 5 competition or misappropriation of the Plaintiff's trade secrets; and
- 6 6. For such other and further relief as this Court deems just and proper.

7 Date: July 28, 2016

8 Respectfully Submitted,

9 ANASTASSIOU & ASSOCIATES

10 By: 

11 Effie F. Anastassiou, Esq.,
 12 Pro Hac Vice Attorney for Plaintiff,
 13 Progeny Advanced Genetics, Inc.

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25 EXH 179

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EXHIBIT A

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FILED

APR 06 2016

TERESA A. RISI
CLERK OF THE SUPERIOR COURT
DEPUTY
CARMEN B. OROZCO

Attorneys for Plaintiff,
PROGENY ADVANCED GENETICS, INC.

SUPERIOR COURT OF CALIFORNIA

COUNTY OF MONTEREY

10 PROGENY ADVANCED GENETICS,)
11 INC., a California corporation;)

12 Plaintiff,

13 v.

14 KENNETH DUBAS, aka KEN DUBAS, an)
individual; and DOES 1-10, inclusive.)

15 Defendants.)
16)
17)
18)
19)

CASE NO. 16CV001037

COMPLAINT FOR:

- 1. **CONVERSION;**
- 2. **TRESPASS TO CHATTELS;**
- 3. **UNFAIR COMPETITION;**
- 4. **MISAPPROPRIATION OF TRADE SECRETS—STATUTORY AND COMMON LAW.**

20 Plaintiff, PROGENY ADVANCED GENETICS, INC. ("Plaintiff" or "Progeny"), alleges as
21 follows:
22

THE PARTIES

23 1. Plaintiff is, and all relevant times mentioned in this Complaint was, a California
24 corporation, which is engaged in the business of breeding, producing and selling proprietary lettuce
25 seeds, with its principal place of business located in the County of Monterey, State of California, and a
26 satellite business office located in Yuma, Arizona.

27 2. Plaintiff is informed and believes and thereon alleges, that at all relevant times
28 mentioned in this Complaint, Defendant KENNETH DUBAS, aka KEN DUBAS (hereinafter referred

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1 to as "Defendant" or "Dubas") is, and was **an** individual, with his primary residence located in the
2 County of Monterey, State of California.

3 3. Plaintiff is unaware of the true names and capacities of the Defendants sued herein as
4 DOES 1 through 10, inclusive, and for that reason, sues such Defendants under such fictitious names.
5 Plaintiff is informed and believes and based thereon alleges that such fictitiously-named Defendants are
6 responsible in some manner for the occurrences herein alleged, and that Plaintiff's damages as herein
7 alleged were proximately caused by the conduct of said Defendants. Plaintiff will seek to amend this
8 Complaint when the names and capacities of such fictitiously-named Defendants are ascertained. As
9 used herein, the term Defendants shall include the named Defendant, as well as all fictitiously-named
10 defendants.

11 BACKGROUND FACTS

12 4. The Plaintiff is in the business of breeding, marketing and selling lettuce seed varieties
13 for the production of lettuce for human consumption. Plaintiff is well known in California, Arizona,
14 Mexico, and elsewhere for its development and breeding of new lettuce seed varieties which are sold to
15 commercial farmers in those areas to grow lettuce for ultimate consumption by the public. In addition,
16 Plaintiff has also recently become quite active in Spain and Latin America, and is breeding, producing
17 and selling lettuce seed varieties in those areas either directly, or through affiliated companies or agents.

18 5. Plaintiff was incorporated in 1994. Since its incorporation, Plaintiff, through its current
19 plant breeder, George Darryn Gibson ("Gibson"), as well as with other plant breeders who have worked
20 for Plaintiff from time to time, has developed numerous novel strains and varieties of lettuce which
21 represent improvements over the strains and varieties of lettuce products that are available to the
22 producers of fresh lettuce (commercial farmers) and to the public from other breeders of lettuce seed.
23 In recognition of Plaintiff's efforts, the Plaintiff has obtained protection of its novel strains and varieties
24 of lettuce seed that it has developed with numerous Plant Variety Protection Certificates issued by the
25 U. S. D. A. Plant Variety Protection Office and utility patents issued by the U. S. Patent and Trademark
26 Office.

27 6. Moreover, the Plaintiff continues to have an ongoing business plan to develop additional
28 novel strains and varieties of lettuce to meet the ongoing and changing needs of commercial farmers in

1 its sales areas for lettuce varieties with resistance to diseases and/or pests, or with other desired
2 characteristics preferred by the purchasers of lettuce with respect to such matters as taste, color, size,
3 etc. As such, Plaintiff spends hundreds of thousands of dollars each year on continuing efforts to breed
4 novel strains and varieties of lettuce seed with the new and/or desired characteristics, which are only
5 developed through Plaintiff's painstaking research and investigation, and numerous growing trials and
6 evaluations relating to the creation of the novel strains and varieties. For each new strain or variety of
7 lettuce seed that is developed, the Plaintiff must spend countless hours, and up to several years growing
8 and evaluating several generations of seeds obtained from its research efforts at substantial cost and
9 effort by the Plaintiff, before each new seed variety is developed and becomes available for sale to the
10 public.

11 7. The Defendant is a lettuce plant breeder who for the last three or four decades formerly
12 worked, at different times, for several other companies who are competitors of the Plaintiff in the
13 business of breeding, marketing and selling lettuce seed. As such, the Defendant is well aware of the
14 Plaintiff's reputation and fame in the industry for the development of novel strains and varieties of
15 lettuce seed, and is also well aware that the Plaintiff is engaged in ongoing proprietary breeding efforts
16 to develop new strains and varieties of lettuce seed, and that the Plaintiff regularly grows and evaluates
17 confidential experimental varieties of lettuce seed which have not yet been released for sale to the
18 public.

19 8. Upon information and belief, the last competitor that the Defendant worked for is called 3
20 Star Lettuce, LLC, a California limited liability company ("3 Star"), with its principal place of business
21 in the County of Monterey, State of California, which was, and currently is, also in the business of
22 breeding, marketing and selling lettuce seed. Upon information and belief, Defendant was formerly a
23 member of 3 Star but sold his interest in 3 Star two or more years ago, together with all of his interest in
24 the proprietary lettuce breeding material owned by 3 Star. Upon information and belief, Dubas is now
25 seeking to start-up a new company to compete in the business of breeding, marketing and selling lettuce
26 seed with the Plaintiff and others, both in the United States and internationally.

27 9. From his many years of being in the lettuce seed business, the Defendant is well aware that
28 it is extremely difficult to start a new company to breed, market and sell lettuce seed without owning

1 novel proprietary strains and varieties of lettuce seed, and that it takes a significant period of time, and
2 substantial money and resources, to begin fresh with publicly available materials and start a new
3 breeding program which can successfully compete in the marketplace for the sale of lettuce seed to
4 commercial farmers. In sum, it is a time consuming and expensive process to start-up a new company
5 in the lettuce seed industry.

6 10. Upon information and belief, the Defendant has sought to short circuit the legitimate
7 process of developing a new business of breeding, marketing and selling lettuce seed, by unlawfully,
8 wrongfully and improperly obtaining one or more of the novel varieties and strains of proprietary
9 lettuce seed developed, or in the process of being developed, by the Plaintiff, as described in detail
10 herein. The motive for the unlawful, wrongful and improper taking of the Plaintiff's proprietary
11 material was to use that material to develop and/or introduce new varieties and strains of proprietary
12 lettuce seed for the Defendant's new seed business without authority or compensation to Plaintiff from
13 which the material was wrongfully taken. Upon information and belief, the Defendant has also sought
14 to convert proprietary seed materials from other third parties in order to unlawfully enrich Defendant's
15 new seed business venture, as described below.

16 11. More specifically, on the morning of November 11, 2015 (the Veteran's Day holiday), two
17 employees of the Plaintiff, specifically Jeffrey Urmanita and Britton Catron, went to visit experimental
18 proprietary lettuce seed (the "Experimental Seed") plantings that the Plaintiff was growing for
19 observational purposes in order to determine whether or not one or more of the Experimental Seed
20 plantings might be suitable for use in subsequent reproduction and commercial sale of seed. The
21 Experimental Seed was being grown in specially marked areas of a commercial field of lettuce grown
22 by the Plaintiff's long-time customer, GC Farming, L.L.C. ("GC Farming"), known as Ranch 33 in the
23 Tacna area, about 1 hour's drive east from Yuma, Arizona (the "Experimental Lettuce Field").

24 12. On November 11, 2015, while the Plaintiff's employees were in the process of walking
25 around the Experimental Lettuce Field to make observations of the lettuce plants being grown from the
26 Experimental Seed, the Plaintiff's employees were startled to suddenly observe a man with a shovel
27 walking around the Experimental Field, and holding a lettuce plant with the root ball wrapped in foil
28 (the "Wrapped Lettuce Plant"), which is a common method in the plant breeding business for selecting

1 plants to be removed and planted elsewhere for multiplication and breeding use. When the man was
2 first observed by the Plaintiff's employees, he abruptly left the Experimental Lettuce Field, and left the
3 shovel and the Wrapped Lettuce Plant behind. At that time, the Progeny employees observed a hole in
4 the Experimental Lettuce Field where the plant had been removed. A short time later the man came
5 back to the place where he had left the shovel and the Wrapped Lettuce Plant, and then identified
6 himself as "Ken Dubas" to the Progeny employees. Dubas then claimed to be working in the
7 Experimental Lettuce Field with the authority of GC Farming to do product evaluations of lettuce for
8 the farmer, and also claimed that he had authority to remove the Wrapped Lettuce Plant from the field.
9 When Dubas was challenged by the Progeny employees, and asked why he needed to remove the
10 Wrapped Lettuce Plant simply to do a product evaluation for the farmer, he abruptly left the
11 Experimental Lettuce Field, and left the shovel and Wrapped Lettuce Plant behind him.

12 13. John Chavez ("Chavez"), the owner of GC Farming, arrived at the Experimental Lettuce
13 Field a short time later, together with Progeny breeder Gibson. Chavez informed the Progeny
14 employees that he had retained Dubas to do product evaluations for him, but denied that he had ever
15 authorized Dubas to remove the Wrapped Lettuce Plant from the Experimental Lettuce Field. Chavez
16 stated that Dubas only had authorization to take notes about the plants in the field. Chavez
17 acknowledged that he was well aware that neither GC Farming, nor any of its agents or employees, had
18 any rights or authority to do anything with the proprietary plants being grown in the Experimental
19 Lettuce Field other than make observations of the plants growing in the fields, and inform Progeny
20 whether or not they were potentially interested in commercially purchasing the Experimental Seed at a
21 future date, if Progeny subsequently determined that the Experimental Seed was going to be released for
22 sale to the marketplace. Progeny encourages its grower customers to give it feedback on whether or not
23 its experimental seed varieties perform well in the commercial fields where they are planted for
24 observation. However, Progeny never authorizes its grower customers to do anything with the
25 experimental seeds or plants other than make observations, or harvest lettuce grown therefrom.

26 14. Shortly after the incident with Dubas took place on November 11, 2015, Progeny was
27 informed by a local seed dealer that another seed company doing experimental lettuce seed trials in the
28 Yuma, Arizona area had a similar incident take place within a day or two of the incident at the

1 Experimental Lettuce Field, but this time, nobody observed a man digging out the lettuce plant. Rather,
2 a hole was simply observed where an experimental lettuce plant had been carefully dug out by someone
3 who was not authorized to do so, similar to the hole dug at the Experimental Lettuce Field where the
4 Wrapped Lettuce Plant was removed. It is suspected that Dubas may be responsible for the above
5 described missing plant although he was not observed taking the experimental lettuce plant.

6 15. Progeny also has reason to believe that Dubas may also have been involved in other
7 unauthorized efforts to convert, or attempt to convert, proprietary seed materials from Progeny or
8 others, either in the United States or internationally. Progeny reserves the right to amend this
9 Complaint to add such additional allegations against Dubas and/or others at such point in time when it
10 obtains the information necessary to verify its suspicions regarding such other matters.

11 16. Progeny reported the incident of Dubas' unauthorized attempt to remove the Wrapped
12 Lettuce Plant from the Experimental Lettuce Field to the Yuma County Sheriff's Office. Thereafter, on
13 December 5, 2015, Deputy J. Olea, of the Yuma County Sheriff's Office attempted to meet with Dubas
14 to discuss the incident. Dubas refused to speak with Deputy Olea without an attorney being present.
15 Thereafter, Deputy Olea referred the matter to the Yuma County attorney's office for review.

16 FIRST CAUSE OF ACTION

17 **CONVERSION**

18 17. Plaintiff re-alleges and incorporates by reference all allegations contained in paragraphs
19 1 to 16, inclusive, as if set forth in full herein.

20 18. At all times relevant herein, Plaintiff was the owner of, and entitled to exclusive
21 possession and control of, the Wrapped Lettuce Plant. Dubas intentionally and substantially interfered
22 with Plaintiff's personal property by digging up and then wrapping in foil the Wrapped Lettuce Plant,
23 taking possession of the Wrapped Lettuce Plant, and then attempting to remove the Wrapped Lettuce
24 Plant from the Experimental Lettuce Field. In short, Dubas dug and wrapped the Wrapped Lettuce
25 Plant and attempted to remove the Wrapped Lettuce Plant from the Experimental Lettuce Field for his
26 own personal use and benefit for research use and/or exploitation of the variety, and to the detriment of
27 Plaintiff's rights of ownership of, and exclusive possession and control of, the Wrapped Lettuce Plant.
28

1 Plant from the Experimental Lettuce Field. In short, Dubas dug and wrapped the Wrapped Lettuce
2 Plant and attempted to remove the Wrapped Lettuce Plant from the Experimental Lettuce Field for his
3 own personal use and benefit, for research use and/or exploitation of the variety, and to the detriment of
4 Plaintiff's rights of ownership of, and exclusive possession and control of, the Wrapped Lettuce Plant.

5 24. Plaintiff did not want the Wrapped Lettuce Plant to be dug up or wrapped, or removed
6 from the Experimental Lettuce Field, and never authorized or consented to any of the actions so taken
7 by Dubas. Each lettuce plant in the Experimental Lettuce Field was potentially unique, as the seeds
8 growing therein were derived from open pollinated seeds. Hence, any one lettuce plant could potentially
9 have special characteristics which are more valuable in the marketplace than other known varieties of
10 lettuce seed available for commercial sale. However, as a result of Dubas' unauthorized actions, the
11 Wrapped Lettuce Plant was not observed by the Plaintiff's employees in the Experimental Lettuce
12 Field, and compared to other plants growing in such field, and information recorded, as the Plaintiff had
13 planned before the Wrapped Lettuce Plant had been disturbed from its growing cycle by the wrongful
14 actions taken by Dubas. Moreover, the Plaintiff will be unable to grow seed from the Wrapped Lettuce
15 Plant again under similar growing conditions in the Yuma, Arizona area until the fall of 2016. The loss
16 of information for this extended period of time was and is of substantial importance to the Plaintiff in
17 its breeding program, as it puts the Plaintiff at least a year behind in its potential efforts to evaluate and
18 then exploit the seed variety embodied in the Wrapped Lettuce Plant.

19 25. As a direct and proximate result of the aforementioned wrongful acts of Dubas, the
20 Plaintiff was harmed, in an exact amount to be determined according to proof at trial, plus interest,
21 costs and attorneys' fees, in an exact amount to be determined by proof at trial.

22 26. In addition, in doing and committing the foregoing acts, Dubas was guilty of malice,
23 fraud, and oppression, and therefore, Plaintiff is entitled to an award of punitive and exemplary
24 damages according to proof. Wherefore, Plaintiff prays for judgment as set forth below.

25 **THIRD CAUSE OF ACTION**

26 **UNFAIR COMPETITION**

27 27. Plaintiff re-alleges and incorporates by reference all allegations contained in paragraphs
28 1 to 26, inclusive, as if set forth in full herein.

1 28. The conduct of Dubas set forth in this Complaint violated California law, including,
2 without limitation, California Penal Code §487(b), which provides that grand theft is committed when
3 vegetable crops are taken with a value exceeding two hundred fifty dollars (\$250). The value of the
4 Wrapped Lettuce Plant was far in excess of two hundred fifty dollars (\$250) because it constituted
5 valuable intellectual property which belonged to the Plaintiff and embodied years of expensive
6 research. Accordingly, the conduct of Dubas described in this Complaint violated California's Unfair
7 Competition Law, California Bus. & Prof. Code §17200, *et seq.*, since he violated California law.

8 29. The conduct of Dubas set forth in this Complaint violated Arizona law, including,
9 without limitation, ARS §3-114, which provides that a person who knowingly damages, destroys or
10 removes any crop grown for commercial purposes or for research or testing purposes is liable for twice
11 the market value of the damaged, destroyed, or removed crop, twice the costs of production, and for
12 litigation costs. Accordingly, the conduct of Dubas described in this Complaint violated California's
13 Unfair Competition Law, California Bus. & Prof. Code §17200, *et seq.*, since he also violated Arizona
14 law.

15 30. The conduct of Dubas set forth in this Complaint also violated federal law, including,
16 without limitation, 18 U.S. Code §1832, which prohibits the theft of trade secrets, and provides that
17 anyone who attempts to steal, or without authorization, appropriate, take, carry away, or conceal a trade
18 secret, which is used or intended for use in interstate or foreign commerce, to the economic benefit of
19 anyone other than the owner thereof, or conspires with others to do so, may be fined or imprisoned.
20 The Wrapped Lettuce Plant was a trade secret which was intended for ultimate sale in interstate or
21 foreign commerce by Progeny upon completion of the research process. Accordingly, the conduct of
22 Dubas described in this Complaint violated California's Unfair Competition Law, California Bus. &
23 Prof. Code §17200, *et seq.*, since he also violated federal law.

24 31. Therefore, Dubas, by his conduct in digging up and then wrapping in foil the Wrapped
25 Lettuce Plant, taking possession of the Wrapped Lettuce Plant, and then attempting to remove the
26 Wrapped Lettuce Plant from the Experimental Lettuce Field, for Dubas' own personal use and benefit,
27 for research use and/or exploitation of the variety, committed unfair business practices within the
28

1 meaning of California's Unfair Competition Law, California Bus. & Prof. Code §17200, *et seq.* since
2 he violated both state and federal law.

3 32. Dubas, if not enjoined by this Court, may continue to commit acts of unfair competition
4 by unlawfully removing other experimental plants which Plaintiff may be growing in commercial fields
5 for observation, which potential acts of unfair competition this Court has authority to enjoin pursuant to
6 California Bus. & Prof. Code §17203. Plaintiff has no adequate remedy at law to protect itself from
7 Defendant's potential future acts of unfair competition which will cause Plaintiff irreparable harm, and
8 therefore Plaintiff is entitled to injunctive relief enjoining Dubas' act of unfair competition.

9 33. As a direct and proximate cause of the unlawful, wrongful, and improper acts of Dubas,
10 the Plaintiff has suffered harm in an exact amount to be determined according to proof at trial, plus
11 interest, costs and attorneys' fees, in an exact amount to be determined by proof at trial. In addition,
12 Plaintiff is entitled to injunctive relief enjoining Dubas from committing any future acts of unfair
13 competition. Wherefore, Plaintiff prays for judgment as set forth below.

14 FOURTH CAUSE OF ACTION

15 **MISAPPROPRIATION OF TRADE SECRETS—STATUTORY AND COMMON LAW**

16 34. Plaintiff re-alleges and incorporates by reference all allegations contained in paragraphs
17 1 to 33, inclusive, as if set forth in full herein.

18 35. Plaintiff was the sole owner of the Wrapped Lettuce Plant with the sole right to possess
19 and use the Wrapped Lettuce Plant.

20 36. At the time that Dubas dug up and wrapped the Wrapped Lettuce Plant, the Wrapped
21 Lettuce Plant, and all of the other lettuce plants being grown by the Plaintiff in the Experimental
22 Lettuce Field, were trade secrets belonging to the Plaintiff. The Experimental Seed owned by the
23 Plaintiff had and continues to have independent economic value because it was not and is not generally
24 known to or readily ascertainable by persons other than the employees and agents of Plaintiff.

25 37. Plaintiff has, and at all relevant times had, undertaken reasonable efforts to maintain the
26 secrecy of its Experimental Seed, including, without limitation, the Wrapped Lettuce Plant, and all
27 other lettuce plants grown in the Experimental Lettuce Field.

1 38. Dubas dug up and wrapped the Wrapped Lettuce Plant from the Experimental Lettuce
2 Field with full knowledge that Chavez and GC Farming had a duty to the Plaintiff to maintain the
3 secrecy of Plaintiff's trade secrets that were being grown in the Experimental Lettuce Field, and to
4 prevent anyone from doing anything with the lettuce plants growing in the Experimental Lettuce Field
5 without the Plaintiff's consent, other than make observations of the lettuce plants with regard to
6 potential future purchases of lettuce seed from the Plaintiff.

7 39. Dubas improperly used the Plaintiff's trade secrets by digging and wrapping the
8 Wrapped Lettuce Plant and attempting to remove it from the Experimental Lettuce Field. Such use by
9 Dubas constitutes a violation of Cal. Civil Code §3426 *et seq.* and California common law principles
10 against misappropriation of trade secrets.

11 40. Plaintiff did not want the Wrapped Lettuce Plant to be dug up or wrapped, or removed
12 from the Experimental Lettuce Field, and never authorized or consented to any of the actions so taken
13 by Dubas. Each lettuce plant in the Experimental Lettuce Field was potentially unique, as the seeds
14 growing therein were derived from open pollinated seeds. Hence, any one lettuce plant could potentially
15 have special characteristics which are more valuable in the marketplace than other known varieties of
16 lettuce seed available for commercial sale. However, as a result of Dubas' unauthorized actions, the
17 Wrapped Lettuce Plant was not observed by the Plaintiff's employees in the Experimental Lettuce
18 Field, and compared to other plants growing in such field, and information recorded, as the Plaintiff had
19 planned before the Wrapped Lettuce Plant had been disturbed from its growing cycle by the wrongful
20 actions taken by Dubas. Moreover, the Plaintiff will be unable to grow seed from the Wrapped Lettuce
21 Plant again under similar growing conditions in the Yuma, Arizona area until the fall of 2016. The loss
22 of information for this extended period of time was and is of substantial importance to the Plaintiff in
23 its breeding program, as it puts the Plaintiff at least a year behind in its potential efforts to evaluate and
24 then exploit the seed variety embodied in the Wrapped Lettuce Plant.

25 41. As a direct and proximate result of Dubas' misappropriation of Plaintiff's trade secrets,
26 Plaintiff has suffered harm in an exact amount to be determined according to proof at trial, plus interest,
27 costs and attorneys' fees, in an exact amount to be determined by proof at trial. In addition, Plaintiff is
28

1 entitled to injunctive relief enjoining Dubas from taking any further actions to misappropriate Plaintiff's
2 trade secrets.

3 42. In addition, in doing and committing the foregoing acts, Dubas was guilty of willful and
4 malicious misappropriation, and therefore, Plaintiff is entitled to an award of exemplary damages under
5 Cal. Civil Code §3426.3 (c) in twice the amount of any award made under Cal. Civil Code §3426.3 (a)
6 and (b), as well as an award of attorneys' fees and costs under Cal. Civil Code §3426.4. Wherefore,
7 Plaintiff prays for judgment as set forth below.

8 PRAYER FOR RELIEF

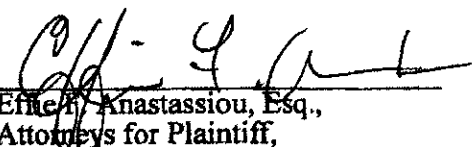
9 Plaintiff prays for judgment as set forth below:

- 10 1. For actual damages, compensatory damages and statutory damages in amount to be determined
- 11 according to proof at trial;
- 12 2. For pre-judgment and post-judgment interest to be determined according to proof at trial;
- 13 3. For exemplary and/or punitive damages to be determined according to proof at trial;
- 14 4. For attorneys' fees and costs of suit incurred to be determined according to proof at trial;
- 15 5. A preliminary and permanent injunction enjoining Dubas from any further acts of unfair
- 16 competition or misappropriation of the Plaintiff's trade secrets; and
- 17 6. For such other and further relief as this Court deems just and proper.

18 Date: April 6, 2016

19 Respectfully Submitted,

20 ANASTASSIOU & ASSOCIATES

21 By: 
 22 Effie N. Anastassiou, Esq.,
 23 Attorneys for Plaintiff,
 Progeny Advanced Genetics, Inc.

24 F:\GNY\Complaints Against Ken Dubas\CivilComplaint\Pleadings\Complaint.FinalVersion.2.wpd


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EXHIBIT B

FILED

07/21/2016

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Lindsey Berg-James (State Bar No. 285109)
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Melber, Carol

7 Attorneys for Defendant KENNETH DUBAS, aka
KEN DUBAS, an individual

8
9 SUPERIOR COURT OF CALIFORNIA, COUNTY OF MONTEREY

10
11 PROGENY ADVANCED GENETICS,
INC., a California corporation,

Case No. 16CV001037

12 Plaintiff,

**ORDER GRANTING DEFENDANT'S
MOTION TO STAY ACTION ON
13 GROUNDS OF FORUM NON
CONVENIENS**

14 vs.

15 KENNETH DUBAS, aka KEN DUBAS,
an individual, and DOES 1-10, inclusive,

Date: July 15, 2016
Time: 9:00 a.m.
16 Dept: 14
Judge: Hon. Thomas Wills

17 Defendants.

18
19 Defendant Kenneth Dubas's Motion to Stay or Dismiss this Action on Grounds of Forum
20 Non Conveniens came on regularly for hearing on July 15, 2016, in Department 14 of this Court,
21 before the Honorable Thomas Wills. Michael P. Masuda of Noland, Hamerly, Etienne & Hoss
22 appeared for Defendant and Effie Anastassiou of Anastassiou & Associates appeared on behalf of
23 Plaintiff.

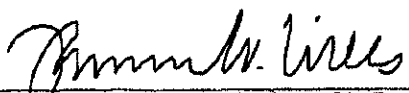
24 Having read the motion, the memoranda and the declarations in support thereof, the
25 opposition and reply, and good cause appearing, this Court finds that California is an
26 inconvenient forum in which to try this action, and in the interests of justice that the action should
27 be heard in a proper court having jurisdiction and located in the State of Arizona (the "Arizona
28 Court"). Accordingly, the motion to stay is granted and this action is stayed until it is resolved

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ATTORNEYS AT LAW
SALINAS, CALIFORNIA
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1 by decision of the Arizona Court on the conditions that: (1) within 15 days of July 15, 2016
2 Defendant pays to Plaintiff the filing fee to file a complaint in the Arizona Court (the "Arizona
3 Complaint") and makes arrangements for Defendant to accept service of the Arizona Complaint;
4 and (2) Defendant will not challenge any causes of action in the Arizona Complaint that are
5 identical to the causes of action set forth in the complaint filed in this Court by demurrer or
6 motion to strike.

Signed: 7/21/2016 01:47 PM

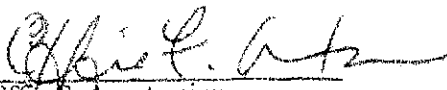
7
8 Dated: 7/21/16


JUDGE OF THE SUPERIOR COURT
Thomas W. Wills

9
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12 APPROVED AS CONFORMING TO THE COURT'S ORDER:

13 Dated: July 18, 2016

14 ANASTASSIOU & ASSOCIATES

15
16 By 
17 Effie F. Anastassiou
18 Attorney for Plaintiff
Progeny Advanced Genetics, Inc.

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NOLAND, HAMERLY, EPIENNE & HOSS
ATTORNEYS AT LAW
SAVING CALIFORNIA

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BASSI v. R. BASSI, et al. (RICO)

Draft complaint, July 1, 2021

COMPLAINT EXHIBIT “B”

“B”	11/09/2009	(Excerpts) 3 Star Lettuce, LLC, Patent for “Winslow” Lettuce, Derived from T&A ownership of the variety “Winslow”
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No.



THE UNITED STATES OF AMERICA

TO ALL TO WHOM THESE PRESENTS SHALL COME:

3 Star Lettuce, LLC

Whereas, THERE HAS BEEN PRESENTED TO THE

Secretary of Agriculture

An application requesting a certificate of protection for an alleged distinct variety of sexually reproduced, or tuber propagated plant, the name and description of which are contained in the application and exhibits, a copy of which is hereunto annexed and made a part hereof, and the various requirements of LAW in such cases made and provided have been complied with, and the title thereto is, from the records of the PLANT VARIETY PROTECTION OFFICE, in the applicant(s) indicated in the said copy, and Whereas, upon due examination made, the said applicant(s) is (are) adjudged to be entitled to a certificate of plant variety protection under the LAW.

Now, therefore, this certificate of plant variety protection is to grant unto the said applicant(s) and the successors, heirs or assigns of the said applicant(s) for the term of TWENTY years from the date of this grant, subject to the payment of the required fees and periodic replenishment of viable basic seed of the variety in a public repository as provided by LAW, the right to exclude others from selling the variety, or offering it for sale, or reproducing it, or importing it, or exporting it, or conditioning it for propagation, or stocking it for any of the above purposes, or using it in producing a hybrid or different therefrom, to the extent provided by the PLANT VARIETY PROTECTION ACT. (84 STAT. 1542, AS AMENDED, 7 U.S.C. 2321 ET SEQ.)

LETTUCE

'Winslow'

In Testimony Whereof, *I have hereunto set my hand and caused the seal of the Plant Variety Protection Office to be affixed at the City of Washington, D.C. this ninth day of November, in the year two thousand and nine.*

Attest:

Commissioner
Plant Variety Protection Office
Agricultural Marketing Service

Secretary of Agriculture

U.S. DEPARTMENT OF AGRICULTURE
 AGRICULTURAL MARKETING SERVICE
 SCIENCE AND TECHNOLOGY - PLANT VARIETY PROTECTION OFFICE

The following statements are made in accordance with the Privacy Act of 1974 (5 U.S.C. 552a) and the Paperwork Reduction Act (PRA) of 1995.

Application is required in order to determine if a plant variety protection certificate is to be issued (7 U.S.C. 2421). Information is held confidential until certificate is issued (7 U.S.C. 2426).

APPLICATION FOR PLANT VARIETY PROTECTION CERTIFICATE
 (Instructions and information collection burden statement on reverse)

1. NAME OF OWNER 3 Star Lettuce, LLC		2. TEMPORARY DESIGNATION OR EXPERIMENTAL NAME 3SX142		3. VARIETY NAME Winslow	
4. ADDRESS (Street and No., or R.F.D. No., City, State, and ZIP Code, and Country) P.O. Box 10489 Salinas, CA 93912		5. TELEPHONE (include area code) (831) 675-3790		FOR OFFICIAL USE ONLY <hr/> PVPO NUMBER #200700425 <hr/> FILING DATE August 29, 07	
		6. FAX (include area code) (831) 675-3826			
7. IF THE OWNER NAMED IS NOT A "PERSON", GIVE FORM OF ORGANIZATION (corporation, partnership, association, etc.)		8. IF INCORPORATED, GIVE STATE OF INCORPORATION		9. DATE OF INCORPORATION	
10. NAME AND ADDRESS OF OWNER REPRESENTATIVE(S) TO SERVE IN THIS APPLICATION. (First person listed will receive all papers) KENNETH L. DUBAS P.O. BOX 10489 SALINAS, CA 93912				F E E S R E C E I V E D FILING AND EXAMINATION FEES: \$ 4382- DATE 8/29/07 CERTIFICATION FEE: \$ 768- DATE 8/7/09	
11. TELEPHONE (Include area code) (831) 675-3790		12. FAX (Include area code) (831) 675-3826		13. E-MAIL KLDUBAS@AOL.COM	
14. CROP KIND (Common Name) LETTUCE		16. FAMILY NAME (Botanical) COMPOSITAE		18. DOES THE VARIETY CONTAIN ANY TRANSGENES? (OPTIONAL) <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO IF SO, PLEASE GIVE THE ASSIGNED USDA-APHIS REFERENCE NUMBER FOR THE APPROVED PETITION TO DEREGULATE THE GENETICALLY MODIFIED PLANT FOR COMMERCIALIZATION.	
15. GENUS AND SPECIES NAME OF CROP LACTUCA SATIVA		17. IS THE VARIETY A FIRST GENERATION HYBRID? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO		20. DOES THE OWNER SPECIFY THAT SEED OF THIS VARIETY BE SOLD AS A CLASS OF CERTIFIED SEED? (See Section 83(a) of the Plant Variety Protection Act) <input type="checkbox"/> YES (If "yes", answer items 21 and 22 below) <input checked="" type="checkbox"/> NO (If "no", go to item 23)	
19. CHECK APPROPRIATE BOX FOR EACH ATTACHMENT SUBMITTED (Follow instructions on reverse) <ul style="list-style-type: none"> a. <input checked="" type="checkbox"/> Exhibit A. Origin and Breeding History of the Variety b. <input checked="" type="checkbox"/> Exhibit B. Statement of Distinctness c. <input checked="" type="checkbox"/> Exhibit C. Objective Description of Variety d. <input type="checkbox"/> Exhibit D. Additional Description of the Variety (Optional) e. <input checked="" type="checkbox"/> Exhibit E. Statement of the Basis of the Owner's Ownership f. <input checked="" type="checkbox"/> Voucher Sample (2,500 viable untreated seeds or, for tuber propagated varieties, verification that tissue culture will be deposited and maintained in an approved public repository) g. <input checked="" type="checkbox"/> Filing and Examination Fee (\$3,652), made payable to "Treasurer of the United States" (Mail to the Plant Variety Protection Office) 				21. DOES THE OWNER SPECIFY THAT SEED OF THIS VARIETY BE LIMITED AS TO NUMBER OF CLASSES? <input type="checkbox"/> YES <input type="checkbox"/> NO IF YES, WHICH CLASSES? <input type="checkbox"/> FOUNDATION <input type="checkbox"/> REGISTERED <input type="checkbox"/> CERTIFIED	
23. HAS THE VARIETY (INCLUDING ANY HARVESTED MATERIAL) OR A HYBRID PRODUCED FROM THIS VARIETY BEEN SOLD, DISPOSED OF, TRANSFERRED, OR USED IN THE U. S. OR OTHER COUNTRIES? <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO September 1, 2006 IF YES, YOU MUST PROVIDE THE DATE OF FIRST SALE, DISPOSITION, TRANSFER, OR USE FOR EACH COUNTRY AND THE CIRCUMSTANCES. (Please use space indicated on reverse.)				22. DOES THE OWNER SPECIFY THAT SEED OF THIS VARIETY BE LIMITED AS TO NUMBER OF GENERATIONS? <input type="checkbox"/> YES <input type="checkbox"/> NO IF YES, SPECIFY THE NUMBER 1,2,3, etc. FOR EACH CLASS. <input type="checkbox"/> FOUNDATION <input type="checkbox"/> REGISTERED <input type="checkbox"/> CERTIFIED (If additional explanation is necessary, please use the space indicated on the reverse.)	
25. The owners declare that a viable sample of basic seed of the variety has been furnished with application and will be replenished upon request in accordance with such regulations as may be applicable, or for a tuber propagated variety a tissue culture will be deposited in a public repository and maintained for the duration of the certificate. The undersigned owner(s) is(are) the owner of this sexually reproduced or tuber propagated plant variety, and believe(s) that the variety is new, distinct, uniform, and stable as required in Section 42, and is entitled to protection under the provisions of Section 42 of the Plant Variety Protection Act. Owner(s) is (are) informed that false representation herein can jeopardize protection and result in penalties.				24. IS THE VARIETY OR ANY COMPONENT OF THE VARIETY PROTECTED BY INTELLECTUAL PROPERTY RIGHT (PLANT BREEDER'S RIGHT OR PATENT)? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO IF YES, PLEASE GIVE COUNTRY, DATE OF FILING OR ISSUANCE AND ASSIGNED REFERENCE NUMBER. (Please use space indicated on reverse.)	
SIGNATURE OF OWNER 		SIGNATURE OF OWNER			
NAME (Please print or type) KENNETH L. DUBAS		NAME (Please print or type)			
CAPACITY OR TITLE PRESIDENT		DATE 8-27-07		CAPACITY OR TITLE PRESIDENT	
				DATE	

EXH 198

(See reverse for instructions and information collection burden statement)

INSTRUCTIONS

GENERAL: To be effectively filed with the Plant Variety Protection Office (PVPO), **ALL** of the following items must be **received** in the PVPO: (1) Completed application form signed by the owner; (2) completed exhibits A, B, C, E; (3) for a seed reproduced variety at least 2,500 viable untreated seeds, for a hybrid variety at least 2,500 untreated seeds of each line necessary to **reproduce** the variety, or for tuber reproduced varieties verification that a viable (*in the sense that it will reproduce an entire plant*) tissue culture will be deposited and maintained in an approved public repository; (4) check drawn on a U.S. bank for \$3,652 (\$432 filing fee and \$3,220 examination fee), payable to "Treasurer of the United States" (*See Section 97.6 of the Regulations and Rules of Practice.*) Partial applications will be held in the PVPO for not more than 90 days, then returned to the applicant as unfilled. Mail application and other requirements to Plant Variety Protection Office, AMS, USDA, Room 401, NAL Building, 10301 Baltimore Avenue, Beltsville, MD 20705-2351. Retain one copy for your files. All items on the face of the application are self explanatory unless noted below. Corrections on the application form and exhibits must be initialed and dated. **DO NOT** use masking materials to make corrections. If a certificate is allowed, you will be requested to send a check payable to "Treasurer of the United States" in the amount of \$432 for issuance of the certificate. Certificates will be issued to owner, not licensee or agent.

Plant Variety Protection Office

Telephone: (301) 504-5518

FAX: (301) 504-5291

Homepage: <http://www.ams.usda.gov/science/pvpo/pvpindex.htm>

To avoid conflict with other variety names in use, the applicant must check the appropriate recognized authority and provide evidence that name has been cleared by the appropriate recognized authority before the Certificate of Protection is issued. For example, for agricultural and vegetable crops, contact: Seed Branch, AMS, USDA, 10301 Baltimore Avenue, Suite 401 NAL Building, Beltsville, MD 20705. Telephone: (301) 504-5682 <http://www.ams.usda.gov/lsg/seed.htm>.

ITEM

- 19a. Give:
- (1) the genealogy, including public and commercial varieties, lines, or clones used, and the breeding method;
 - (2) the details of subsequent stages of selection and multiplication;
 - (3) evidence of uniformity and stability; and
 - (4) the type and frequency of variants during reproduction and multiplication and state how these variants may be identified
- 19b. Give a summary of the variety's distinctness. Clearly state how this application variety may be distinguished from all other varieties in the same crop. If the new variety is most similar to one variety or a group of related varieties:
- (1) identify these varieties and state all differences objectively;
 - (2) attach statistical data for characters expressed numerically and demonstrate that these are clear differences; and
 - (3) submit, if helpful, seed and plant specimens or photographs (prints) of seed and plant comparisons which clearly indicate distinctness.
- 19c. Exhibit C forms are available from the PVPO Office for most crops; specify crop kind. Fill in Exhibit C (Objective Description of Variety) form as completely as possible to describe your variety.
- 19d. Optional additional characteristics and/or photographs. Describe any additional characteristics that cannot be accurately conveyed in Exhibit C. Use comparative varieties as is necessary to reveal more accurately the characteristics that are difficult to describe, such as plant habit, plant color, disease resistance, etc.
- 19e. Section 52(5) of the Act requires applicants to furnish a statement of the basis of the applicant's ownership. An Exhibit E form is available from the PVPO.
20. If "Yes" is specified (*seed of this variety be sold by variety name only, as a class of certified seed*), the applicant **MAY NOT** reverse this affirmative decision after the variety has been sold and so labeled, the decision published, or the certificate issued. However, if "No" has been specified, the applicant may change the choice. (*See Regulations and Rules of Practice, Section 97.103.*)
23. See Sections 41, 42, and 43 of the Act and Section 97.5 of the regulations for eligibility requirements.
24. See Section 55 of the Act for instructions on claiming the benefit of an earlier filing date.

22. CONTINUED FROM FRONT (*Please provide a statement as to the limitation and sequence of generations that may be certified.*)

23. CONTINUED FROM FRONT (*Please provide the date of first sale, disposition, transfer, or use for each country and the circumstances, if the variety (including any harvested material) or a hybrid produced from this variety has been sold, disposed of, transferred, or used in the U.S. or other countries.*)

24. CONTINUED FROM FRONT (*Please give the country, date of filing or issuance, and assigned reference number, if the variety or any component of the variety is protected by intellectual property right (Plant Breeder's Right or Patent).*)

NOTES: It is the responsibility of the applicant/owner to keep the PVPO informed of any changes of address or change of ownership or assignment or owner's representative during the life of the application/certificate. The fees for filing a change of address; owner's representative; ownership or assignment; or any modification of owner's name is specified in Section 97.175 of the regulations. (*See Section 101 of the Act, and Sections 97.130, 97.131, 97.175(h) of the Regulations and Rules of Practice.*)

According to the Paperwork Reduction Act of 1995, an agency may not conduct or sponsor, and a person is not required to respond to a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0581-0055. The time required to complete this information collection is estimated to average 1.4 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information.

The U.S. Department of Agriculture (USDA) prohibits discrimination in all its programs and activities on the basis of race, color, national origin, gender, religion, age, disability, sexual orientation, marital or family status, political beliefs, parental status, or protected genetic information. (Not all prohibited bases apply to all programs.) Persons with disabilities who require alternative means for communication of program information (Braille, large print, audiotape, etc.) should contact USDA's TARGET Center at 202-720-2600 (voice and TDD).

To file a complaint of discrimination, write USDA, Director, Office of Civil Rights, Room 326-W, Whitten Building, 14th and Independence Avenue, SW, Washington, DC 20250-9410 or call 202-720-5964 (voice and TDD). USDA is an equal opportunity provider and employer.

EXH 199

Exhibit A - Origin & Breeding History

Winslow originated from a hand pollinated cross between Seeker and Valley Green. The cross was made in 1996 by Tanimura & Antle personnel. Seeker was the female parent and Valley Green was the male parent.

The F1 seed was harvested and planted in the greenhouse. The plants were observed, the selfs removed and the seed was harvested in bulk. The F2 seed was planted in Huron, California in August 1996. The progeny was observed and 9 single plants were selected based on head size, core length and cap leaf coverage. The selected plants were removed from the field and taken to a greenhouse where they were allowed to reproduce. Seed was harvested from each selected plant and the F3 seed from each plant was planted separately in Huron, California in August 1997. The progenys of the 9 selected plants were observed and 4 single plants were selected from the progeny of the #3 plant that was selected in the previous generation. The selections were made based on head & frame size, core length and general phenotype. The selected plants were removed from the field and allowed to reproduce.

The F4 seed was harvested separately from the 4 selected plants and was planted separately in Huron, California in August 1998. The progeny from the 4 selected plants was observed and 3 single plants were selected from the progeny of the #2 plant selected in the previous generation. The selections were made based on head size and core length. The single plants selected were taken to a greenhouse where they were allowed to reproduce. Seed was harvested separately from each selected plant.

The F5 seed was planted separately in Huron, California in August 1999. The progenys from the 3 selected plants was observed and 2 single plant selections were made from the #2 plant selected in the previous generation.

EXH 200

The single plant selections were made based on head size and core length. The selected plants were removed from the field and taken to the greenhouse where they were allowed to reproduce. Seed was harvested separately from each selected plant.

The F6 seed from each selected plant was planted separately in Huron, California in August 2000. The progeny's of the 2 selected plants were observed and 3 single plant selections were made from the #2 plant selected in the previous generation. The selections were made based on head size and core length. The selected plants were removed from the field and taken to the greenhouse where they were allowed to reproduce. Seed was harvested separately from each selected plant.

The F7 seed from the 3 selected plants were planted separately in Huron, California in August 2001. The progeny's of the 3 plants was observed and the progeny from the #3 plant selected in the previous generation had the desired characteristics. The progeny appeared uniform. Seed from the #3 plant selected was increased and a trialing program began in the lettuce growing areas.

Winslow has been reproduced and judged stable for the past 4 generations. Winslow is uniform for all traits as described in Exhibit C. Winslow shows no variants.

Exhibit B – Statement of Distinctness Revised 7/17/09

Winslow most closely resembles the variety Lighthouse but differs in having a shorter core length and a longer distance from the soil line to the 1st leaf. The above differences are noted in Table 1 & 2.

Additional characteristic differences between Winslow and Lighthouse are summarized in the following table:

<u>Characteristic</u>	<u>'Winslow'</u>	<u>'Lighthouse'</u>
Seed color	Black	White
Leaf Glossiness	Glossy	Dull
Leaf Thickness	Thick	Thin

According to the Paperwork Reduction Act of 1995, an agency may not conduct or sponsor, and a person is not required to respond to a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0581-0055. The time required to complete this information collection is estimated to average 1.4 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information.

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To file a complaint of discrimination, write USDA, Director, Office of Civil Rights, Room 326-W, Whitten Building, 14th and Independence Avenue, SW, Washington, DC 20250-9410 or call 202-720-5964 (voice and TDD). USDA is an equal opportunity provider and employer.

U.S. DEPARTMENT OF AGRICULTURE
AGRICULTURAL MARKETING SERVICE
SCIENCE AND TECHNOLOGY
PLANT VARIETY PROTECTION OFFICE
BELTSVILLE, MD 20705

Exhibit C

OBJECTIVE DESCRIPTION OF VARIETY
Lettuce (*Lactuca sativa* L.)

NAME OF APPLICANT (S) 3 Star Lettuce, LLC	TEMPORARY OR EXPERIMENTAL DESIGNATION 35X142	VARIETY NAME Winslow
ADDRESS (Street and No. or RD No., City, State, Zip Code, and Country) PO Box 10489 Salinas, Ca 93912		FOR OFFICIAL USE ONLY
		PVPO NUMBER #200700425

Place the appropriate number that describes the varietal character in the boxes below. Place a zero in the first box (e.g. or) when number is either 99 or less or 9 or less. Measured data should be the mean of an appropriate number (at least 20) of well space plants. Royal Horticultural Society or any recognized color standard may be used to determine plant colors.

The Location of the Test Area is: Yuma, AZ	Color System Used: RHS
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SPECIFIC VARIETIES USED FOR COMPARISON AS CHECK VARIETIES IN THIS APPLICATION: Use standard regional check varieties, which are adapted to your area. One of the comparison varieties must be the most similar variety used in Exhibit B.

Application Variety (a1) Winslow Most Similar Variety (c1) Lighthouse

Standard Regional Check Variety (c2) _____

1. PLANT TYPE: (See List of Suggested Check Varieties on Page 8)

01 = Cutting/Leaf	04 = Cos or Romaine	07 = Salinas Group	10 = Latin
02 = Butterhead	05 = Great Lakes Group	08 = Eastern (Ithaca) Group	11 = Other (Specify) _____
03 = Bibb	06 = Vanguard Group	09 = Stem	

(a1) (c1) (c2)

2. SEED:

(a1) <input type="text" value="2"/>	} COLOR 1 = White (Silver Gray) 2 = Black (Grey Brown) 3 = Brown (Amber)	(a1) <input type="text" value="2"/>	} LIGHT DORMANCY 1 = Light Required 2 = Light Not Required	(a1) <input type="text" value="1"/>	} HEAT DORMANCY 1 = Susceptible 2 = Not Susceptible
(c1) <input type="text" value="1"/>		(c1) <input type="text" value="2"/>		(c1) <input type="text" value="1"/>	
(c2) <input type="text" value=""/>		(c2) <input type="text" value=""/>		(c2) <input type="text" value=""/>	

3. COTYLEDON TO FOURTH LEAF STAGE: NOTE: Provide a color photograph or photocopy of the fourth leaf from 20 day-old seedling grown under optimal conditions.

SHAPE OF COTYLEDONS: 1 = Broad 2 = Intermediate 3 = Spatulate

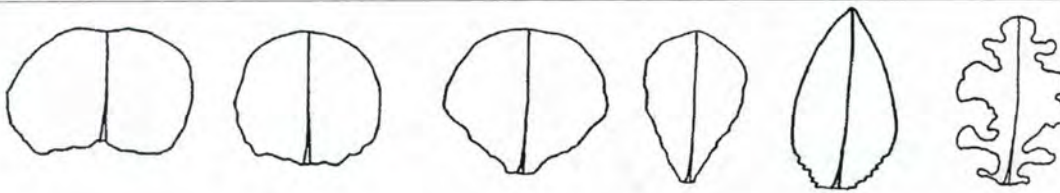
(a1) (c1) (c2)

SHAPE OF FOURTH LEAF: (a1) (c1) (c2)

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3. COTYLEDON TO FOURTH LEAF STAGE: (continued)



1. Transverse oval 2. Round 3. Oval 4. Elongated 5. Lanceolate 6. Pinnately lobed

LENGTH/WIDTH INDEX OF FOURTH LEAF: LW x 10

(a1) (c1) (c2)

APICAL MARGIN:

- 1 = Entire 4 = Moderately Dentate 7 = Lobed
- 2 = Crenate/Gnawed 5 = Coarsely Dentate
- 3 = Finely Dentate 6 = Incised 8 = Other (Specify) _____

(a1) (c1) (c2)

BASAL MARGIN: (Use the options for Apical Margin above)

(a1) (c1) (c2)

UNDULATION:

- 1 = Flat 2 = Slight 3 = Medium 4 = Marked

(a1) (c1) (c2)

GREEN COLOR:

- 1 = Yellow Green 3 = Medium Green 5 = Blue Green 7 = Grey Green
- 2 = Light Green 4 = Dark Green 6 = Silver Green

(a1) (c1) (c2)

ANTHOCYANIN:

DISTRIBUTION:

- 1 = Absent 3 = Spotted 5 = Other (Specify) _____
- 2 = Margin Only 4 = Throughout

(a1) (c1) (c2)

CONCENTRATION:

- 1 = Light 2 = Moderate 3 = Intense

(a1) (c1) (c2)

ROLLING:

- 1 = Absent 2 = Present

(a1) (c1) (c2)

CUPPING:

- 1 = Uncupped 2 = Slight 3 = Markedly

(a1) (c1) (c2)

REFLEXING:

- 1 = None 2 = Apical Margin 3 = Lateral Margins

(a1) (c1) (c2)

EXH 204

4. MATURE LEAVES (Observe Harvest-Mature Outer Leaves)

NOTE: Provide color photo of a harvest-mature leaf which accurately shows color and margin characteristics.

MARGIN:

INCISION DEPTH: (deepest penetration of the margin) 1 = Absent/Shallow (Dark Green Boston) 2 = Moderate (Vanguard) 3 = Deep (Great Lakes 659)

(a1) [3] (c1) [2] (c2) []

INDENTATION: (Finest divisions of the margin)

1 = Entire (Dark Green Boston) 2 = Shallowly Dentate (Great Lakes 65) 3 = Deeply Dentate (Great Lakes 659) 4 = Crenate (Vanguard) 5 = Other (Specify) _____

(a1) [3] (c1) [3] (c2) []

UNDULATIONS OF THE APICAL MARGIN: 1 = Absent/Slight (Dark Green Boston) 2 = Moderate (Vanguard) 3 = Strong (Great Lakes 659)

(a1) [3] (c1) [2] (c2) []

GREEN COLOR: 1 = Very Light Green (Bibb) 2 = Light Green (Minetto) 3 = Medium Green (Great Lakes) 4 = Dark Green (Vanguard) 5 = Very Dark Green 6 = Other (Specify) _____

(a1) [4] (c1) [3] (c2) []

ANTHOCYANIN:

DISTRIBUTION: 1 = Absent 2 = Margin Only (Big Boston) 3 = Spotted (California Cream Butter) 4 = Throughout (Prize Head) 5 = Other (Specify) _____

(a1) [1] (c1) [1] (c2) []

CONCENTRATION: 1 = Light (Iceberg) 2 = Moderate (Prize Head) 3 = Intense (Ruby)

(a1) [1] (c1) [1] (c2) []

SIZE: 1 = Small 2 = Medium 3 = Large

(a1) [3] (c1) [3] (c2) []

GLOSSINESS: 1 = Dull (Vanguard) 2 = Moderate (Salinas) 3 = Glossy (Great Lakes)

(a1) [3] (c1) [1] (c2) []

BLISTERING: 1 = Absent/Slight (Salinas) 2 = Moderate (Vanguard) 3 = Strong (Prize Head)

(a1) [2] (c1) [2] (c2) []

LEAF THICKNESS: 1 = Thin 2 = Intermediate 3 = Thick

(a1) [3] (c1) [1] (c2) []

TRICHOMES: 1 = Absent (Smooth) 2 = Present (Spiny)

(a1) [1] (c1) [1] (c2) []

5. PLANT:

SPREAD OF FRAME LEAVES: (a1) [47] cm (c1) [42] cm (c2) [] EXH 205

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5. PLANT: (continued)

HEAD DIAMETER: (Market Trimmed with Single Cap Leaf)

(a1) 15 cm

(c1) 14 cm

(c2) [][] cm

HEAD SHAPE:

1 = Flattened
2 = Slightly Flattened

3 = Spherical
4 = Elongate

5 = Non-Heading

6 = Other (Specify) _____

(a1) 3

(c1) 3

(c2) [][]

HEAD SIZE CLASS:

1 = Small

2 = Medium

3 = Large

(a1) 3

(c1) 3

(c2) [][]

HEAD PER CARTON:

(a1) 24

(c1) 24

(c2) [][]

HEAD WEIGHT:

(a1) 847 g.

(c1) 797 g.

(c2) [][][][] g.

HEAD FIRMNESS:

1 = Loose

2 = Moderate

3 = Firm

4 = Very Firm

(a1) 3

(c1) 3

(c2) []

6. BUTT:

SHAPE:

1 = Slightly Concave

2 = Flat

3 = Rounded

(a1) 3

(c1) 2

(c2) []

MIDRIB:

1 = Flattened (Salinas)

2 = Moderately Raised

3 = Prominently Raised (Great Lakes 659)

(a1) 2

(c1) 3

(c2) []

7. CORE:

DIAMETER AT BASE OF HEAD:

(a1) 29 mm

(c1) 32 mm

(c2) [][] mm

RATIO OF HEAD DIAMETER/CORE DIAMETER:

(a1) 5.5

(c1) 4.4

(c2) [][]. []

CORE HEIGHT FROM BASE OF HEAD TO APEX:

(a1) 46 mm

(c1) 58 mm

(c2) [][] mm

8. BOLTING: (Give First Water Date: 4-24-07) NOTE: First Water Date is the date seed first receives adequate moisture to germinate. This can and often does equal the planting date.

NUMBER OF DAYS FROM FIRST WATER DATE TO SEED STALK EMERGENCE: (summer conditions)

(a1) 70

(c1) 66

(c2) [][]

BOLTING CLASS:

1 = Very Slow
2 = Slow

3 = Medium
4 = Rapid

5 = Very Rapid

(a1) 1

(c1) 2

(c2) []

HEIGHT OF MATURE SEED STALK:

116

110

[][]

EXH 206

(a1) cm (c1) cm (c2) cm

8. BOLTING: (continued)

SPREAD OF BOLTER PLANT: (At widest point)

(a1) cm (c1) cm (c2) cm

BOLTER LEAVES: 1 = Straight 2 = Curved

(a1) (c1) (c2)

MARGIN: 1 = Entire 2 = Dentate

(a1) (c1) (c2)

COLOR: 1 = Light Green 2 = Medium Green 3 = Dark Green

(a1) (c1) (c2)

BOLTER HABIT:

TERMINAL INFLORESCENCE: 1 = Absent 2 = Present

(a1) (c1) (c2)

LATERAL SHOOTS: 1 = Absent 2 = Present

(a1) (c1) (c2)

BASAL SIDE SHOOTS: 1 = Absent 2 = Present

(a1) (c1) (c2)

9. MATURITY: (earliness of harvest-mature head formation)

NOTE: Complete this section for at least one season.

SEASON	APPLICATION VARIETY No. of Days ¹	MOST SIMILAR VARIETY No. of Days ¹	STANDARD REGIONAL CHECK VARIETY No. of Days ¹
Spring			
Summer			
Fall	68	64	
Winter			

¹ First Water Date to Harvest

Give Planting Date(s) and Location(s):

Spring: Not adapted
 Summer: Not adapted
 Fall: September 6, 2006 Yuma, AZ
 Winter: Not adapted

10. ADAPTATION:

PRIMARY REGIONS OF ADAPTATION (tested and proven adapted):

0 = Not Tested 1 = Not Adapted 2 = Adapted

Southwest (CA and/or AZ desert) West Coast Northeast
 North Central Southeast Other (Specify) EXH 207

10. ADAPTATION: (Continued)

SEASON:

Spring (Area _____) Fall (Area Southwest)
 Summer (Area _____) Winter (Area _____)

GREENHOUSE: 0 = Not Tested 1 = Not Adapted 2 = Adapted
 SOIL TYPE: 1 = Mineral 2 = Organic 3 = Both

11. VIRAL DISEASES:

	1 = Immune	3 = Resistant	5 = Moderately Resistant/Moderately Susceptible	7 = Susceptible	9 = Highly Susceptible
Big Vein			(a1) <input type="checkbox"/> 7	(c1) <input type="checkbox"/> 7	(c2) <input type="checkbox"/>
Lettuce Mosaic			(a1) <input type="checkbox"/> 7	(c1) <input type="checkbox"/> 7	(c2) <input type="checkbox"/>
Cucumber Mosaic			(a1) <input type="checkbox"/> 7	(c1) <input type="checkbox"/> 7	(c2) <input type="checkbox"/>
Tomato Bushy Stunt, cause of dieback			(a1) <input type="checkbox"/> 7	(c1) <input type="checkbox"/> 7	(c2) <input type="checkbox"/>
Turnip Mosaic			(a1) <input type="checkbox"/> 7	(c1) <input type="checkbox"/> 7	(c2) <input type="checkbox"/>
Beet Western Yellows			(a1) <input type="checkbox"/> 7	(c1) <input type="checkbox"/> 7	(c2) <input type="checkbox"/>
Lettuce Infectious Yellows			(a1) <input type="checkbox"/> 7	(c1) <input type="checkbox"/> 7	(c2) <input type="checkbox"/>
Other (Specify) _____			(a1) <input type="checkbox"/>	(c1) <input type="checkbox"/>	(c2) <input type="checkbox"/>

12. FUNGAL/BACTERIAL DISEASES:

	1 = Immune	3 = Resistant	5 = Moderately Resistant/Moderately Susceptible	7 = Susceptible	9 = Highly Susceptible
Corky Root Rot (Races: _____)			(a1) <input type="checkbox"/> 7	(c1) <input type="checkbox"/> 7	(c2) <input type="checkbox"/>
Downy Mildew (Races: _____)			(a1) <input type="checkbox"/> 7	(c1) <input type="checkbox"/> 7	(c2) <input type="checkbox"/>
Powdery Mildew			(a1) <input type="checkbox"/> 7	(c1) <input type="checkbox"/> 7	(c2) <input type="checkbox"/>
Sclerotinia Drop			(a1) <input type="checkbox"/> 5	(c1) <input type="checkbox"/> 7	(c2) <input type="checkbox"/>
Bacterial Soft Rot (Pseudomonas spp. and others)			(a1) <input type="checkbox"/> 5	(c1) <input type="checkbox"/> 5	(c2) <input type="checkbox"/>
Botrytis (Grey Mold)			(a1) <input type="checkbox"/> 5	(c1) <input type="checkbox"/> 5	(c2) <input type="checkbox"/>
Verticillium Wilt			(a1) <input type="checkbox"/>	(c1) <input type="checkbox"/>	(c2) <input type="checkbox"/>
Bacterial Leaf Spot			(a1) <input type="checkbox"/>	(c1) <input type="checkbox"/>	(c2) <input type="checkbox"/>
Anthracnose			(a1) <input type="checkbox"/>	(c1) <input type="checkbox"/>	(c2) <input type="checkbox"/>
Other (Specify) _____			(a1) <input type="checkbox"/>	(c1) <input type="checkbox"/>	(c2) <input type="checkbox"/>

13. INSECTS:

	1 = Immune	3 = Resistant	5 = Moderately Resistant/Moderately Susceptible	7 = Susceptible	9 = Highly Susceptible
Cabbage Loopers			(a1) <input type="checkbox"/> 7	(c1) <input type="checkbox"/> 7	(c2) <input type="checkbox"/>
Root Aphids			(a1) <input type="checkbox"/> 7	(c1) <input type="checkbox"/> 7	(c2) <input type="checkbox"/>
Green Peach Aphid			(a1) <input type="checkbox"/> 7	(c1) <input type="checkbox"/> 7	(c2) <input type="checkbox"/>
Lettuce Aphid			(a1) <input type="checkbox"/> 7	(c1) <input type="checkbox"/> 7	(c2) <input type="checkbox"/>

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Pea Leafminer	(a1)	<input type="text" value="7"/>	(c1)	<input type="text" value="7"/>	(c2)	<input type="text"/>
Other (Specify) _____	(a1)	<input type="text"/>	(c1)	<input type="text"/>	(c2)	<input type="text"/>

14. PHYSIOLOGICAL STRESSES:

1 = Immune	3 = Resistant	5 = Moderately Resistant/Moderately Susceptible	7 = Susceptible	9 = Highly Susceptible		
Tipburn	(a1)	<input type="text" value="5"/>	(c1)	<input type="text" value="5"/>	(c2)	<input type="text"/>
Heat	(a1)	<input type="text" value="3"/>	(c1)	<input type="text" value="3"/>	(c2)	<input type="text"/>
Drought	(a1)	<input type="text" value="7"/>	(c1)	<input type="text" value="7"/>	(c2)	<input type="text"/>
Cold	(a1)	<input type="text" value="9"/>	(c1)	<input type="text" value="9"/>	(c2)	<input type="text"/>
Salt	(a1)	<input type="text" value="7"/>	(c1)	<input type="text" value="7"/>	(c2)	<input type="text"/>
Brown Rib (Rib Discoloration, Rib Blight)	(a1)	<input type="text" value="5"/>	(c1)	<input type="text" value="5"/>	(c2)	<input type="text"/>
Other (Specify) _____	(a1)	<input type="text"/>	(c1)	<input type="text"/>	(c2)	<input type="text"/>

15. POST HARVEST STRESS:

1 = Immune	3 = Resistant	5 = Moderately Resistant/Moderately Susceptible	7 = Susceptible	9 = Highly Susceptible		
Pink Rib	(a1)	<input type="text" value="5"/>	(c1)	<input type="text" value="5"/>	(c2)	<input type="text"/>
Russet Spotting	(a1)	<input type="text" value="5"/>	(c1)	<input type="text" value="5"/>	(c2)	<input type="text"/>
Rusty Brown Discoloration	(a1)	<input type="text" value="5"/>	(c1)	<input type="text" value="5"/>	(c2)	<input type="text"/>
Internal Rib Necrosis (Blackheart, Grey Rib, Grey Streak)	(a1)	<input type="text" value="5"/>	(c1)	<input type="text" value="5"/>	(c2)	<input type="text"/>
Brown Stain	(a1)	<input type="text" value="5"/>	(c1)	<input type="text" value="5"/>	(c2)	<input type="text"/>

16. BIOCHEMICAL OR ELECTROPHORETIC MARKERS:

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17. COMMENTS:

SUGGESTED CHECK VARIETIES

	<u>TYPE</u>	<u>CHECK VARIETY</u>
1	Cutting/Leaf	Waldmann's Green
2	Butterhead	Dark Green Boston
3	Bibb	Bibb
4	Cos or Romain	Parris Island
5	Great Lakes Group	Great Lakes 659-700
6	Vanguard Group	Vanguard
7	Salinas Group	Salinas
8	Eastern Group	Ithaca
9	Stem	Celtuce
10	Latin	Little Gem

California Judicial Branch News Service cjbns.org
Socioeconomic Institute socioeconomicinstitute.com

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Davis, R.M., K.V. Subbarao, R.N. Raid, and E.A. Kurtz, 1997. "Compendium of Lettuce Diseases". APS Press, St. Paul, MN.

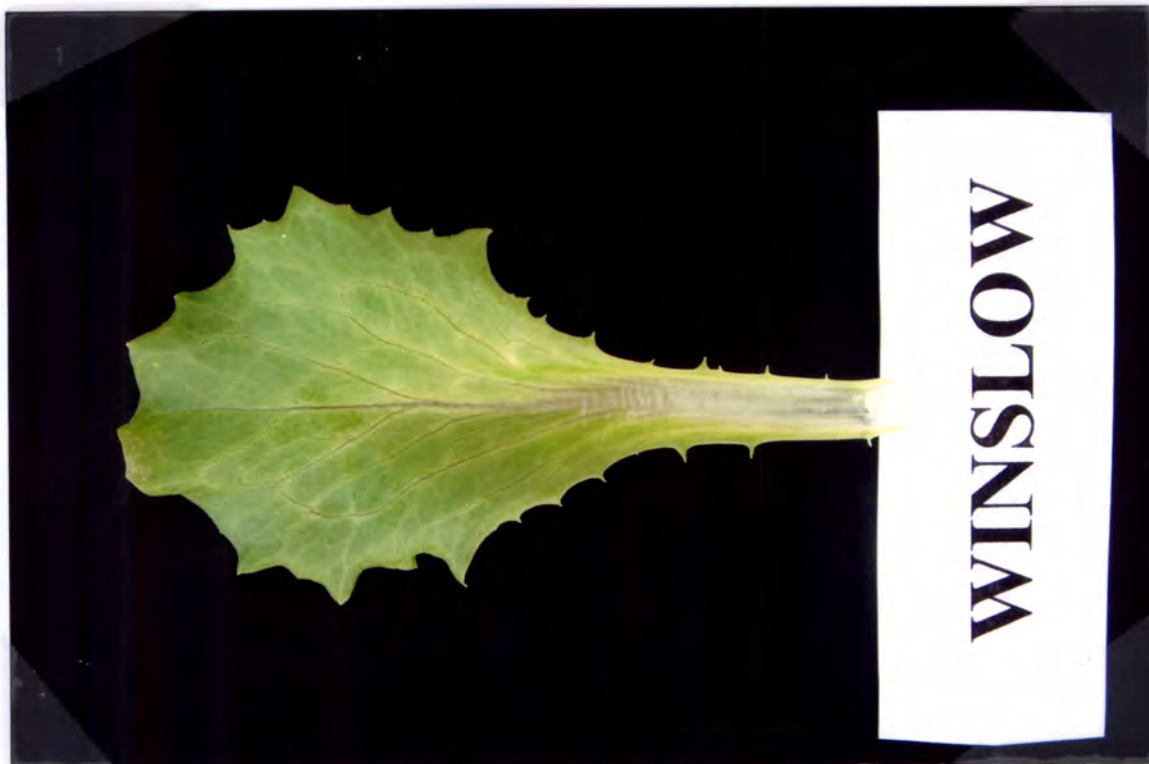
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EXH 210



EXH 211

Differences between Winslow, Crispy & El Toro

The following data clearly shows differences between Winslow, Crispy and El Toro. The largest difference obviously is the core length.

Per your request we asked for samples of Crispy, El Toro and Red Coach 82. Enclosed is a copy of the correspondence from NPGS showing no results for a sample request on Red Coach 82.

Table 1
9/5/06 26-6W Amigo Texas Hill, Az.

Roll, AZ RAD 7/29/09

Winslow			Lighthouse		
Plant #	Core Length (cm)	Distance Soil Line to First Leaf (cm)	Plant #	Core Length (cm)	Distance Soil Line to First Leaf (cm)
1	3.6	2.5	1	4.3	0.4
2	3.8	2.8	2	3.8	0.3
3	4.8	2.9	3	4.3	0.5
4	3.6	3.1	4	4.6	0.2
5	2.7	3.2	5	4.6	0.3
6	5.6	3.3	6	5.3	0.3
7	3.8	3.4	7	6.9	0.2
8	2.7	3.1	8	5.2	0.3
9	5.5	3	9	4.4	0.4
10	3.6	3.2	10	7.6	0.6
11	4.3	2.8	11	7.9	0.7
12	3.4	2.7	12	8.6	0.6
13	3.5	2.9	13	4.2	0.4
14	6	2.9	14	6.4	0.5
15	6	2.7	15	3.6	0.6
16	3.3	2.8	16	9.2	0.3
17	4.2	2.4	17	6.4	0.4
18	5.2	2.6	18	7.4	0.3
19	4.4	2.5	19	7.8	0.4
20	4.3	2.6	20	7.8	0.6
21	3	2.6	21	5.6	0.8
22	3.5	2.8	22	7.3	1.2
23	2.6	2.7	23	9.2	1.1
24	4.3	3.1	24	7.6	0.3
25	3.6	2.9	25	7.7	0.6
Average	4.05	2.86	Average	6.31	0.49
std	0.99	0.26	std	1.77	0.25

	Core Length		Distance from Soil Line to First Leaf
Ttest	-5.5600		32.3000
P Value	<0.0001	significantly different	<0.0001 significantly different

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Table 2
9/8/06 Moore 41 D'Arrigo Dome Valley, Az.

Winslow			Lighthouse		
Plant #	Core Length	Distance Soil Line to First Leaf (cm)	Plant #	Core Length	Distance Soil Line to First Leaf (cm)
1	4.4	2.6	1	7	0.7
2	4.9	2.8	2	5.4	0.6
3	6	2.4	3	7.1	0.3
4	5.6	2.9	4	7.8	0.4
5	4.6	3.1	5	4.6	0.2
6	4.6	3.5	6	9.4	0.2
7	5.7	3.2	7	8.2	0.3
8	3	2.8	8	5	0.1
9	3.9	2.7	9	3	0.2
10	3.6	2.9	10	5.7	0.3
11	4.7	3.1	11	3.6	0.4
12	5.2	3.2	12	5.2	0.4
13	5.9	3.1	13	4	0.5
14	4.4	3.3	14	6.4	0.6
15	3.8	2.9	15	5.7	0.3
16	5.1	2.8	16	4.1	0.2
17	5	2.9	17	6.5	0.4
18	4.9	3.1	18	7.2	0.3
19	3.4	3.2	19	7.6	0.5
20	4.8	3.1	20	4.2	0.5
21	4	3.2	21	8.1	0.4
22	4.8	3.3	22	4.7	0.3
23	3.4	3.4	23	3.6	0.3
24	4.6	2.8	24	6.8	0.4
25	3.9	2.9	25	3.4	0.2
Average	4.568	3.01	Average	5.772	0.36
std	0.80	0.80	std	1.76	0.15

	Core Length		Distance from Soil Line to First Leaf
Ttest	-3.1200		44.4000
P Value	0.0031	significantly different	<0.0001 significantly different

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EXH 214

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Statistical Analysis

Category	Winslow versus Crispy					T Value	Significant Difference
	Mean		Standard Deviation				
	Winslow	Crispy	Winslow	Crispy			
Frame Diameter (cm)	39.4	38.3	3.69	2.99	1.39	No difference	
Head Diameter (cm)	13.9	11.2	1.19	1.56	8.61	Statistical Difference	
Core Diameter (cm)	2.06	2.64	0.161	0.304	-10.5	Statistical Difference	
Core Length (cm)	2.02	12	0.442	1.53	-39.7	Statistical Difference	

Category	Winslow versus El Toro					T Value	Significant Difference
	Mean		Standard Deviation				
	Winslow	Crispy	Winslow	Crispy			
Frame Diameter (cm)	39.4	40.6	3.69	2.54	-1.62	No difference	
Head Diameter (cm)	13.9	13.9	1.19	1.96	0.172	No difference	
Core Diameter (cm)	2.06	2.61	0.161	0.234	-11.9	Statistical Difference	
Core Length (cm)	2.02	5.04	0.442	1.54	-11.8	Statistical Difference	

Table A1

Planting date of 9/18/08 in Yuma, Arizona. Evaluation date of 12/1/08.

Winslow

Plant #	Frame Diameter (cm)		Head Diameter (cm)		Core Diameter (cm)		Core Length (cm)	
	Rep 1	Rep 2	Rep 1	Rep 2	Rep 1	Rep 2	Rep 1	Rep 2
1	44	39	15.1	13.4	2.1	1.7	2.5	2.2
2	37	31	15.2	14.1	2.3	2.2	2.8	2.2
3	45	39	14	14.2	2	2	1.9	1.9
4	44	37	13.5	13	2.1	2.2	1.7	1.9
5	37	40	13.6	13.4	2.2	2	1.9	2
6	39	41	13.5	13.5	2.2	2.2	1.8	2.3
7	44	34	14.8	16.2	2.3	1.9	1.5	3.1
8	38	40	15	16.9	2	2	2	2.3
9	43	36	14	14	2.1	2.2	2.5	1.1
10	40	39	13.4	14.8	2.2	2.2	1.3	2
11	41	44	15.2	13.5	1.8	2	2	2.3
12	36	44	14	11.1	2.2	2	1.6	2.2
13	40	44	13	13.5	2.1	2.1	2.1	2.5
14	41	37	12.9	12.8	1.9	1.9	2.2	2
15	37	32	13.2	13	1.8	2	2.1	1.5
16	43	38	12.1	11.4	2	2.2	1.3	1.4
17	40	40	15.8	14	1.8	2.4	2.7	2.2
18	30	39	15	13	2	1.8	2.3	2
19	43	39	13.6	14.8	2	2.3	2.3	1.3
20	43	36	14.1	15.5	2	2	2.5	1.6
Average	40.25	38.45	14.05	13.81	2.06	2.07	2.05	2.00

Crispy

Plant #	Frame Diameter (cm)		Head Diameter (cm)		Core Diameter (cm)		Core Length (cm)	
	Rep 1	Rep 2	Rep 1	Rep 2	Rep 1	Rep 2	Rep 1	Rep 2
1	45	40	12.9	9.8	3.1	2.4	12.2	11
2	43	34	13	9.5	2.9	2.1	13	11.5
3	37	39	10.2	14	3.2	2.5	12.4	13.2
4	37	38	12.2	9.7	2	2.9	12	11.6
5	39	37	7.9	12	2.9	2.7	11.8	12.2
6	39	41	9.8	10.9	2.9	2.8	12.1	12.6
7	39	34	9.5	13.5	2.4	2.9	11.6	13.1
8	35	32	10.8	12.2	3	2.9	10.8	12.9
9	36	37	10.9	11	2.5	2.3	11.9	12
10	39	42	12.6	10.8	2.2	2.2	13.5	12.1
11	36	40	10.2	10.2	2.7	2.4	4	11.9
12	48	40	13.5	10.7	2.8	2.6	12.9	11.4
13	36	40	15.5	10.2	2.7	2.8	14	11.4
14	37	38	11.3	12.3	2.3	2.4	11.5	13.3
15	36	37	11.4	11.5	2.2	2.7	12.9	12.3
16	38	37	9.9	12.1	2.9	2.9	13.4	11.8
17	39	36	11.7	11.4	2.8	2.4	12.8	11.4
18	40	37	12	9.5	3.1	2.6	13	11.7
19	40		11.5		2.7		12.2	
20	37		8.5		2.4		12.1	
Average	38.8	37.72	11.27	11.18	2.69	2.58	12.01	12.08

El Toro

Plant #	Frame Diameter (cm)		Head Diameter (cm)		Core Diameter (cm)		Core Length (cm)	
	Rep 1	Rep 2	Rep 1	Rep 2	Rep 1	Rep 2	Rep 1	Rep 2
1	41	41	10.5	16	2.4	2.7	5	6.2
2	44	41	13.3	16	2.8	2.9	6.2	6.3
3	38	41	13.5	12.8	2.8	2.5	4.8	5.1
4	43	44	14.4	13.7	2.9	2.8	5.3	6.5
5	39	38	12.9	12.8	2.5	2.6	4.8	6
6	40	40	13.2	13.3	2.8	2.8	5.2	4.9
7	39	44	16.8	13	2.5	2.2	7.3	2.5
8	40	43	12.5	8.5	2.5	2.4	4.3	1.8
9	40	40	13	13.7	2.5	2.5	4.4	5.1
10	39	38	16.9	11	2.8	2.5	6.5	4
11	41	38	16	12.9	2.6	1.9	6.7	5.3
12	41	40	14.8	13	2.8	2.5	3.3	2.5
13	43	45	16.2	16.2	2.4	2.8	4.3	6.9
14	45		15.7		2.5		4.5	
15	40		17.5		2.7		6.8	
16	38		13.7		3		3	
17	45		13.8		2.3		7.2	
18	35		12.8		2.8		2.9	
19	38		14.8		2.6		7.5	
20	37		12.3		2.9		3.3	
Average	40.3	41.00	14.23	13.30	2.66	2.55	5.17	4.85

U.S. DEPARTMENT OF AGRICULTURE
 AGRICULTURAL MARKETING SERVICE

Application is required in order to determine if a plant variety protection certificate is to be issued (7 U.S.C. 2421). The information is held confidential until the certificate is issued (7 U.S.C. 2426).

EXHIBIT E
STATEMENT OF THE BASIS OF OWNERSHIP

1. NAME OF APPLICANT(S) 3 Star Lettuce, LLC	2. TEMPORARY DESIGNATION OR EXPERIMENTAL NUMBER 3SX142	3. VARIETY NAME Winslow
4. ADDRESS (Street and No., or R.F.D. No., City, State, and ZIP, and Country) P.O. Box 10489 Salinas, CA 93912	5. TELEPHONE (Include area code) (831) 675-3790	6. FAX (Include area code) (831) 675-3826
7. PVPO NUMBER		#200700425

8. Does the applicant own all rights to the variety? Mark an "X" in the appropriate block. If no, please explain. YES NO

9. Is the applicant (individual or company) a U.S. national or a U.S. based company? If no, give name of country. YES NO

10. Is the applicant the original owner? YES NO If no, please answer one of the following:

a. If the original rights to variety were owned by individual(s), is (are) the original owner(s) a U.S. National(s)? YES NO If no, give name of country

b. If the original rights to variety were owned by a company(ies), is (are) the original owner(s) a U.S. based company? YES NO If no, give name of country

11. Additional explanation on ownership (Trace ownership from original breeder to current owner. Use the reverse for extra space if needed):

The original owner was Tanimura & Antle. In an agreement made between 3 Star Lettuce, LLC and Tanimura & Antle in 2002, 3 Star Lettuce, LLC was given the ownership of the variety Winslow.

PLEASE NOTE:

Plant variety protection can only be afforded to the owners (not licensees) who meet the following criteria:

1. If the rights to the variety are owned by the original breeder, that person must be a U.S. national, national of a UPOV member country, or national of a country which affords similar protection to nationals of the U.S. for the same genus and species.
2. If the rights to the variety are owned by the company which employed the original breeder(s), the company must be U.S. based, owned by nationals of a UPOV member country, or owned by nationals of a country which affords similar protection to nationals of the U.S. for the same genus and species.
3. If the applicant is an owner who is not the original owner, both the original owner and the applicant must meet one of the above criteria.

The original breeder/owner may be the individual or company who directed the final breeding. See Section 41(a)(2) of the Plant Variety Protection Act for definitions.

According to the Paperwork Reduction Act of 1995, an agency may not conduct or sponsor, and a person is not required to respond to a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0581-0055. The time required to complete this information collection is estimated to average 0.1 hour per response, including the time for reviewing the instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information.

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**U.S. DEPARTMENT OF AGRICULTURE
AGRICULTURAL MARKETING SERVICE
SCIENCE AND TECHNOLOGY
PLANT VARIETY PROTECTION OFFICE
BELTSVILLE, MD 20705**

**EXHIBIT F
DECLARATION REGARDING DEPOSIT**

NAME OF OWNER (S) 3 STAR LETTUCE, LLC	ADDRESS (Street and No. or RD No., City, State, and Zip Code and Country) P.O. BOX 10489 SALINAS, CA 93912	TEMPORARY OR EXPERIMENTAL DESIGNATION 3SX142
NAME OF OWNER REPRESENTATIVE (S) KENNETH L. DUBAS	ADDRESS (Street and No. or RD No., City, State, and Zip Code and Country) P.O. BOX 10489 SALINAS, CA 93912	VARIETY NAME WINSLOW FOR OFFICIAL USE ONLY PVPO NUMBER #200700425

I do hereby declare that during the life of the certificate a viable sample of propagating material of the subject variety will be deposited, and replenished as needed periodically, in a public repository in the United States in accordance with the regulations established by the Plant Variety Protection Office.


Signature

9-9-07
Date

EXH 220

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BASSI v. R. BASSI, et al. (RICO)

Draft complaint, July 1, 2021

COMPLAINT EXHIBIT “C”

“C”	February 2011	Organic Seed Alliance (Excerpt, cover page, contributors, executive summary) Plaintiff Susan Bassi listed as contributor
-----	------------------	---

STATE OF ORGANIC SEED



2011

Acknowledgements

Funding for this project was provided by the USDA-Organic Agriculture Research and Extension Initiative, Clif Bar Family Foundation, and Organic Valley Cooperative Regions of Organic Producer Pools' (CROPP) Farmers Advocating for Organics (FAFO) Fund. We are very grateful for this support. Additionally, several people donated time during the development and implementation of this project and report, including staff at Organic Farming Research Foundation (OFRF), National Organic Coalition (NOC), Rural Advancement Foundation International (RAFI), and California Certified Organic Farmers (CCOF). In particular we thank Erica Walz, Jane Sooby, Liana Hoodes, Zea Sonnabend, and Michael Sligh.

We acknowledge the National Organic Coalition for its work on the National Organic Action Plan (NOAP), which motivated us to expand the seed-specific goals outlined in this document.

Professionals who participated in the SOS Symposium and/or provided additional information via interviews and personal perspectives include:

Brian Baker, Alfred State College Center for Organic & Sustainable Agriculture; Chuck Barman, Barman Family Farms; Susan Bassi, ASTA and Agricoat; Steve Bellavia, Johnny's Selected Seeds; Charles Benbrook, The Organic Center; Beth Benjamin, Hort Consort; Richard Bernard; Seeds of Change; DeEtta Bialek, Organic Crop Improvement Association OCIA; Ray Boughton, Lakeland Organics; Amy Bradsher, OMRI; Charlie Brown, Brownseed Genetics; William Camerer, Doeblers PA Hybrids; John Caputo, Oregon Tilth, Inc.; Sarah Carlson, Practical Farmers of Iowa; Lynn Clarkson, Clarkson Soy; Mike Cramer, Independent Plant Breeders; Joshua Gravens, Arid Crop Seed Cache; Nicki Dallmann, Midwest Organic Services Association; Woody Deryckx, Gratitude Gardens; Joseph Dietz, JDA International; Martin Duffley, Gardens of Eden; Josh Engel, Driftless Organics; Dave Engel, Nature's International Certification Services; Ruth Genger, University of Wisconsin – Madison Department of Plant Pathology; Jim Gerritsen, Wood Prairie Farm; Michael Glos, Cornell University; Walter Goldstein, Michael Fields Agricultural Institute; Emily Haga, University of Wisconsin – Madison; Lisa Hamilton, Freelance Writer & Photographer; Elysa Hammond, Clif Bar; Melinda Hemmelgarn, Food Sleuth, LLC; Dan Hobbs, Hobbs Family Farms; Nash Huber, Nash's Organic Produce; Dennis Ingle, Sustainable Farming Association of Minnesota; Charlie Johnson, producer; Rob Johnston, Johnny's Selected Seeds; Sandra Kepler, Food Chain Advisors; Lainie Kertesz, Johnny's Selected Seeds; Wayne Kindschi, Kindschi's Inc.; Fred Kirschenmann, Leopold Center for Sustainable Agriculture; Jack Kloppenberg, University of Wisconsin – Madison; Maynard Kropf, Prairie Hybrids; Ben Lang, Minnesota Crop Improvement Association; Tracy Lerman, Organic Farming Research Foundation; Rich Little, University of Nebraska – Lincoln; David Lively, Organically Grown Company; Meredith Martin Davis, High Mowing Organic Seeds; Gene Mealhow, K & K Popcorn; Ruth Mendum, Pennsylvania State University; Michelle Menken, Minnesota Crop Improvement Association; Brent Minnett, Great Harvest Organics; Steve Mohr, Foundation Organics; Kevin Montgomery, Montgomery Consulting; Frank Morton, Wild Garden Seeds; Kevin Murphy, Washington State University; Jim Myers, Oregon State University; Jesse Niggemann, Lakeland Organics; Mary Peet, USDA-OREI; Theresa Podoll, Family Farmers Seed Cooperative; Linda Pollak, USDA-ARS; Joel Reiten, Seeds of Change; Erica Renaud, Vitalis Organic Seed; Lowell Rheinheimer, Organic Valley; Elia Romano, Albert Lea Seed; Ken Roseboro, Organic & Non-GMO Report; Art Scheele, American Organic Seed; Doan Schmitz, Iowa Crop Improvement Association; Adrienne Shelton, University of Wisconsin – Madison; Erin Silva, University of Wisconsin – Madison; Kelly Skoda, Seed Savers Exchange; Michael Sligh, RAFI – USA; Zea Sonnabend, California Certified Organic Farmers; Jane Sooby, Organic Farming Research

Foundation; Natasha Spoden, Organically Grown Company; Susan Stewart, The Wedge Natural Foods Co-op; Sarah Sullivan, Organic Seed Growers and Trade Association; Laura Telford, Canadian Organic Growers; Ann Marie Thro, USDA/NIFA; Don Tipping, Seven Seeds Farm; Craig Tomera, Northland Organic; William Tracy, University of Wisconsin – Madison; Mark Vollmar, Organic Bean & Grain Inc.; Ira Wallace, Southern Exposure Seed Exchange; Megan Westgate, Non-GMO Project; Aaron Whaley, Seed Savers Exchange; Gilbert Williams, River Valley Seed and Grain; Carrie Young, Young Herbs & Produce; Luke Zigovit, Organic Valley; Steve Zwinger, Prairie Seeds Farm

We are indebted to participants for the passion and knowledge they bring to organic seed systems.

Accredited certifying agencies and other organizations that assisted in disseminating the farmer surveys include:

Carolina Farm Stewardship Association, California Certified Organic Farmers, Georgia Organic, Florida Organic Growers, Iowa Department of Agriculture, Louisiana Department of Agriculture, Maine Organic Farmers and Gardeners Association, Maryland Department of Agriculture, Massachusetts Department of Agriculture, Midwest Organic Farmers Cooperative, Midwest Organic Services Association, Midwest Organic and Sustainable Education Service, Minnesota Department of Agriculture, New Jersey Department of Agriculture, New Mexico Organic Commodity Commission, Nevada Department of Agriculture, Organically Grown Company Growers, Organic Valley Producer Pool, Organic Crop Improvement Association, Oregon Tilth, Rural Advancement Foundation International, and Washington Department of Agriculture.

This project received no seed industry funding. Organic Seed Alliance receives less than 1% of its total annual donations and grants from seed industry sources.

Lastly, we'd like to thank current and past Organic Seed Alliance staff members who contributed greatly to this project, including: Jared Zystro, Micaela Colley, John Navazio, Cathleen McCluskey, Lisa Zystro and Jadyne Reichner.

Matthew Dillon and Kristina Hubbard

February 2011

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United States
Department of
Agriculture

National Institute
of Food and
Agriculture



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Executive Summary

State of Organic Seed (SOS) is an ongoing project to monitor the status of organic seed systems in the United States. The project aims to develop diverse stakeholder involvement in implementing policy, research, education, and market-driven activities that result in the improved quality, integrity, and use of organic seed. Organic Seed Alliance (OSA), a national non-profit organization committed to the ethical development and stewardship of the genetic resources of agricultural seed, facilitates the project with the belief that developing and protecting organic seed systems is a top priority for organic food and farming.

This report is the first comprehensive analysis of the challenges and opportunities in building the organic seed sector. A planning team of farmers, non-governmental organizations (NGOs), certifiers, and food industry and seed industry representatives directed project activities. To collect information from a broad and diverse group of stakeholders, OSA and its partners conducted a series of surveys with farmers in 45 states, and gathered questionnaires from researchers, certifiers, food and seed industry representatives, and farm and food policy experts. OSA also hosted a full-day SOS Symposium to discuss data and prioritize next steps.

Why is the State of Organic Seed project important?

The USDA's National Organic Program (NOP) standards require the use of organically produced seed. Yet, even with the organic industry's impressive growth, the organic seed sector has not caught up to meet this demand. There is a limited availability of appropriate organically produced seed for a variety of reasons, including cutbacks in public plant breeding programs, lack of investments from the private sector, seed industry consolidation, and ongoing disagreement regarding implementing NOP requirements pertaining to organic seed, among others.

The lack of organically bred and produced seed is a barrier to the growth and ongoing success of organic farming. Seed is the critical first link in organic production, and provides farmers with the genetic tools to confront day-to-day challenges in the field. Organic systems have different challenges than conventional counterparts and have fewer spray-on solutions. Further investments in organic plant breeding will yield adapted genetics suitable to a range of pest and disease pressures, growing seasons, and flavor and nutrition needs. Organic seed that is appropriate for regional agronomic challenges, market needs, regulations, and the social and ecological values of organic agriculture is therefore fundamental to the success of organic farmers and the food system they supply.

As we work to build organic seed systems, other challenges must simultaneously be addressed. In crops for which there are genetically engineered (GE) counterparts (i.e., alfalfa, canola, corn,

cotton, soybeans, and sugar beets), organic seed increasingly contains detectable levels of GE material, a technology that is explicitly excluded in NOP regulations and rejected by the organic industry and consumers alike. The lack of federal protection for organic markets from GE contamination poses a serious risk to the credibility, viability, and success of organic farmers and the NOP.

Concentration in the seed industry is another challenge. The seed industry has consolidated quickly, concentrating the ownership of seed resources through corporate acquisitions and mergers and the restrictive use of utility patents. In addition to placing constraints on germplasm, this consolidation has decreased the number of regional seed and genetics firms with the potential to serve organic markets. Alternative intellectual property models that enhance innovation while protecting investments must be explored.

Key findings: Organic seed systems are improving but require increased attention and resources

SOS data shows that organic seed systems are developing. Farmers report increased attempts to source organic seed and more pressure from certifiers to do so. Research in organic plant breeding has increased slightly, with investments from both the public and private sector.

Still, challenges and needs loom large for expanding organic seed systems. While this project captured an array of priorities that varied by crop, region, and perspective of different professional sectors, overarching priorities are clear, including the need to:

- Develop seed systems that are responsive to the diverse needs of organic farmers through increased public-private collaboration.
- Refine understanding of organic plant breeding principles and practices.
- Engage the National Organic Program in policy initiatives that move organic seed forward.
- Reinvigorate public plant breeding with an emphasis on the development of cultivars that fit the social, agronomic, environmental, and market needs of organics.
- Protect organic seed systems from threats of concentrated ownership of plant genetics.
- Protect organic seed systems from threats of contamination from genetically engineered traits.
- Improve sharing of information in the areas of organic seed availability, lack of availability for specific varieties and/or traits, and field trial data.

- Create opportunities for organic farmers to work with professional breeders through trialing networks and on-farm plant breeding to speed the development of regionally adapted organic cultivars.

An important outcome of SOS is a general agreement from stakeholders that the challenges and opportunities to building organic seed systems are interwoven and demand comprehensive, collaborative approaches. Few priorities can move forward independently. The project has clarified the need for feedback loops to increase this collaboration within the organic community. As such, ongoing working groups will carry out the action items outlined in this report. Regional listening sessions and other follow-up meetings will move forward this discussion and work even further.

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California Judicial Branch News Service cjbns.org
Socioeconomic Justice Institute socioeconomicinstitute.com

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EXHIBIT “IV”

Respondent’ Counsel Email to target defendant Tanimura & Antle,
c/o counsel re: RICO, agricultural company racketeering;
request to inform employee shareholders
dated July 1, 2021

EXH 233

LAW OFFICE OF PATRICK J. EVANS
16897 Algonquin Street, Suite F
Huntington Beach, CA 92649
pevans@pevanslawoffice.com; Tel: (714) 594 – 5722; Fax: (714) 840 - 6861

July 1, 2021

CONFIDENTIAL AND PRIVILEGED PRE-LITIGATION COMMUNICATION

Re: **S. Bassi v. R. Bassi, S. Bassi, Tanimura & Antle, et al.; action under
The Racketeer Influenced and Corrupt Organizations Act (“RICO”)**

Carmen A. Ponce
General Counsel
Tanimura & Antle
1 Harris Road,
Salinas, CA 93908

[Sent by email only: carmenp@taproduce.com]

Dear Ms. Ponce,

Due diligence uncovers more evidence of Tanimura & Antle (“T&A”) agricultural racketeering. For years T&A management allowed and caused its executive Steven Bassi to take advantage of T&A assets and opportunities for himself and T&A, including lettuce seed and “organic” racketeering. T&A and Mr. Bassi imposed and exposed T&A employee shareholders to loss for such racketeering.

T&A management had Mr. Bassi enable his brother Robert to wage a scorched-earth divorce on Ms. Bassi. Rather than settling, T&A promoted an offensive against Ms. Bassi. It has not worked; it has not neutralized and silenced her but made her act. T&A management underestimated the adversary. Instead of resolution, T&A and the Bassi brothers, et al. face Ms. Bassi, with her commanding knowledge of “lettuce” and agriculture and knowledge of evidence and where to find more of it. She is driven and determined to vindicate herself by exposing T&A crime and racketeering.

Investigation reveals widespread industry animosity against Mr. Steven Bassi. Ms. Bassi has no respect for him or T&A management. However, she reveres T&A employees. The dilemma “hit home” when Ms. Bassi saw the recent T&A tweet, copy attached. There is conflict of interest between T&A management and employee owner- shareholders. You purport to represent T&A, but it appears you may be slanted toward management. As general counsel, you must consider all shareholders.

Ms. Bassi would like to propose resolution to minimize harm to employee shareholders, while making T&A management pay for the damage and loss. Please have T&A employee shareholders contact me, through their attorney or representative, regarding this employee favorable proposal.

Please forward this communication to the employees to inform them that Ms. Bassi seeks to avoid harming their T&A equity while making T&A management pay for T&A racketeering.

Sincerely,

LAW OFFICE OF PATRICK J. EVANS



Patrick J. Evans

EXH 234

Attachment: T&A Tweet

Attachment: T&A Tweet Re: Employees, posted June 25, 2021

← **Tanimura&Antle** 2,607 Tweets Following

Tweets Tweets & replies Media Likes

 **Tanimura&Antle** @taproduce · Jun 25 ...

Did you know that all of our Tanimura & Antle premium fresh produce is packed in the field by our employee owners? To learn more about who we are, click here: taproduce.com/our-people/ #taproduce #freshproduce



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EXHIBIT “V”

Respondent’ Counsel Email to Petitioner’s counsel re: RICO exposure, that R. Bassi agricultural
company reporting in family court deceptive, “fraud on court,”
dated July 1, 2021

EXH 236

LAW OFFICE OF PATRICK J. EVANS
16897 Algonquin Street, Suite F
Huntington Beach, CA 92649
pevans@pevanslawoffice.com; Tel: (714) 594 – 5722; Fax: (714) 840 - 6861

July 1, 2021

CONFIDENTIAL AND PRIVILEGED PRE-LITIGATION COMMUNICATION

Re: *S. Bassi v. R. Bassi, S. Bassi, Tanimura & Antle, et al.*; “RICO” Racketeering

Carlos Martinez
Bay Area Law
647 N. Santa Cruz Ave, Suite C
Los Gatos, California 95113

[Sent by email only: cmartin@bayarealaw.com]

Dear Mr. Martinez,

Due diligence uncovers massive evidence of Mr. Robert Bassi’s agricultural racketeering. The community property Seed Companies were racketeering vehicles. In your recent Memorandum in Support of Motion to Quash or for a Protective Order, (5/11/21) you quoted the Family Court order entered on May 26, 2016, (Page 8, lines 6-7):

The court finds that business is being operated prudently and the court declines to interfere with the business judgments being exercised by the petitioner to this date. There was no evidence that there were cash reserves which could be used to pay the attorneys’ fees that were not needed to operate the business. (Emphasis added)

Mr. Bassi was not operating the businesses “prudently.” He used them to commit predicate crimes for racketeering, i.e., counterfeit seed, et al., in order to generate substantial illicit revenues.

You and other counsel to Mr. Bassi would seem to have known that it was fraud on the court to represent that the businesses were operated “prudently.” Breaking the law is not “prudent” business practice. Mr. Bassi, it appears, received assistance from one or more of his family law attorneys to commit fraud on the court, making for another ground to set-aside the 2018 divorce action judgment.

Meanwhile, you engage in daily repeated attack over subpoenas, attorneys’ fees, sanctions, and folderol correspondence. Your client should focus on the big picture, that soon, post RICO filing and aftermath, he will be a pariah, shunned in the industry, a fate his brother Steven looks to also share. As for you, facts, events, and circumstances suggest that you, too, may be a RICO target defendant under the law as to how and when RICO enabler counsel become a co-conspirator culpable with the client.

Please be sure to transmit the revised RICO complaint and correspondence to your client.

Thank you for your attention and courtesy.

Sincerely,

LAW OFFICE OF PATRICK J. EVANS



Patrick J. Evans

EXH 237

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EXHIBIT “VI”

Petitioner’s counsel Email to Respondent’ Counsel

RICO “stupid”

dated July 1, 2021

EXH 238

From: Carlos Martinez <cmartin@bayarealaw.com>
Sent: Thursday, July 1, 2021 4:19 PM
To: Patrick Evans <pevans@pevanslawoffice.com>
Subject: Re: Agricultural RICO , S. Bassi v. R. Bassi, et al. [to be filed] DRAFT COMPLAINT 2 - CONFIDENTIAL AND PRIVILEGED COMMUNICATION LTR to R. BASSI C/O HIS COUNSEL C. MARTINEZ

Mr. Evans,

Nothing you send me is privileged or confidential. You can put whatever you want on an email or letter, it does not make it so.

Since you are not counsel of record in any case I am counsel on, your email, domain, and name, are now blocked on my server. If you have anything you want to say, put it in the mail.

Thank you for your remarkably stupid letter. No further electronic communication from you will be read.

/CM

From: Patrick Evans <pevans@pevanslawoffice.com>
Date: Thursday, July 1, 2021 at 3:43 PM
To: Carlos Martinez <cmartin@bayarealaw.com>
Subject: Agricultural RICO , S. Bassi v. R. Bassi, et al. [to be filed] DRAFT COMPLAINT 2 - CONFIDENTIAL AND PRIVILEGED COMMUNICATION LTR to R. BASSI C/O HIS COUNSEL C. MARTINEZ

Thursday, July 1, 2021

CONFIDENTIAL AND PRIVILEGED COMMUNICATION

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July 1, 2021

To: CARLOS MARTINEZ, for
RICO Target Defendant **ROBERT BASSI**, c/o his counsel, Mr. C. Martinez

RE: Agricultural RICO action, *S. Bassi v. R. Bassi, et al.* [to be filed]
– Correspondence re: Plaintiff Position on Defendant Robert Bassi re:
RICO use and effect in the family law case

Please see the attached letter regarding Ms. Bassi's position on RICO in the underlying family law action, et al. This communication is sent to you in confidence.

Sincerely,

Patrick Evans

Counsel to Plaintiff in *S. Bassi v. R. Bassi, et al.* [action not yet filed]

=====

From: Patrick Evans

Sent: Thursday, July 1, 2021 3:25 PM

To: 'cmartin@bayarealaw.com' <cmartin@bayarealaw.com>; 'jefftone@toneandtone.com' <jefftone@toneandtone.com>; 'frantone@toneandtone.com' <frantone@toneandtone.com>; 'carmenp@taproduce.com' <carmenp@taproduce.com>; 'jerry@ravaranch.com' <jerry@ravaranch.com>; 'rbraga@bragaranch.com' <rbraga@bragaranch.com>; 'steveb@taproduce.com' <steveb@taproduce.com>

Subject: Agricultural RICO , S. Bassi v. R. Bassi, et al. [to be filed] DRAFT COMPLAINT 2 - CONFIDENTIAL AND PRIVILEGED COMMUNICATION Note: if received in error, or recipient not intended recipient; please delete / destroy and notify sender. thank you

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July 1, 2021

To: RICO Target Defendants / Their Representatives

RE: Agricultural RICO action, *S. Bassi v. R. Bassi, et al.* [to be filed]
– Notice of Forthcoming Lawsuit; Pre-Litigation Opportunity to Respond – Further Investigation
– RICO Complaint Draft No. 2

Dear RICO Target Defendants / their representatives,

Please see the attached letter and its attachment, the accompanying updated, draft No. 2 agricultural / lettuce / seed, et al. RICO complaint.

This communication is sent to you in confidence.

Sincerely,



Patrick Evans

Counsel to Plaintiff in *S. Bassi v. R. Bassi, et al.* [action not yet filed]

=====
From: Patrick Evans

Sent: Friday, June 11, 2021 2:29 PM

To: cmartin@bayarealaw.com; jefftone@toneandtone.com; frantone@toneandtone.com;
carmenp@taproduce.com; steve@taproduce.com; jerry@ravaranch.com; rbraga@bragaranch.com

Subject: Agricultural RICO action, *S. Bassi v. R. Bassi, et al.* [to be filed] - CONFIDENTIAL AND PRIVILEGED COMMUNICATION Note: if received in error, or recipient not intended recipient; please delete / destroy and notify sender. thank you

CONFIDENTIAL AND PRIVILEGED COMMUNICATION

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June 11, 2021

To: RICO Target Defendants / Their Representatives

RE: Agricultural RICO action, *S. Bassi v. R. Bassi, et al.* [to be filed]
– Notice of Forthcoming Lawsuit; Pre-Litigation Opportunity to Respond

Dear RICO Target Defendants / their representatives,

Please see the attached letter and its attachment, the accompanying draft RICO complaint. This communication is sent to you in confidence.

Sincerely,



Patrick Evans

Counsel to Plaintiff in *S. Bassi v. R. Bassi, et al.* [action not yet filed]

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EXHIBIT “VII”

Respondent’s counsel Email to Petitioner’s Counsel
Blocked by Petitioner Counsel email server; rejection messages
dated Sept. 30 and Oct. 1, 2021

EXH 242

EmailServSubAttySept302021

From: Patrick Evans

Sent: Thursday, September 30, 2021 4:34 PM

To: cmartin@bayarealaw.com

Cc: jefftone@toneandtone.com

Subject: RE: Agricultural RICO , S. Bassi v. R. Bassi, et al. [to be filed] DRAFT COMPLAINT 2 - CONFIDENTIAL AND PRIVILEGED COMMUNICATION LTR to R. BASSI C/O HIS COUNSEL C. MARTINEZ

Courtesy Service sub. of atty and notice limited scope. thank you. Pat Evans

From: Patrick Evans

Sent: Thursday, July 1, 2021 3:44 PM

To: cmartin@bayarealaw.com

Subject: Agricultural RICO , S. Bassi v. R. Bassi, et al. [to be filed] DRAFT COMPLAINT 2 - CONFIDENTIAL AND PRIVILEGED COMMUNICATION LTR to R. BASSI C/O HIS COUNSEL C. MARTINEZ

Patrick Evans

From: Microsoft Outlook
To: cmartin@bayarealaw.com
Sent: Thursday, September 30, 2021 4:34 PM
Subject: Undeliverable: RE: Agricultural RICO , S. Bassi v. R. Bassi, et al. [to be filed] DRAFT COMPLAINT 2 - CONFIDENTIAL AND PRIVILEGED COMMUNICATION LTR to R. BASSI C/O HIS COUNSEL C. MARTINEZ



Your message to cmartin@bayarealaw.com couldn't be delivered.

Security or policy settings at [bayarealaw.com](https://www.bayarealaw.com) have rejected your message.

pevans Sender	Office 365	bayarealaw.com Action Required Security or policy violation
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How to Fix It

The recipient's email server won't accept your message because it appears to violate their security or policy settings. Check the **Reported error** below to see if you can determine why it was blocked. Then try one or more of the following:

- If the error mentions SPF, DKIM, or DMARC issues, forward this message to your email admin for assistance.
- The recipient's email server might suspect that your message is spam. Follow the guidance in this article: [E-mailing Best Practices for Senders](#). Then resend your message.
- If the error suggests your message is too large, try to reduce the size of your attachment. If that isn't possible, place the file on a publicly accessible cloud storage location, like OneDrive. Then add a link to the file in your message, and resend the message.
- Contact the recipient (by phone, for example) and tell them to ask their email admin to add you or your email domain to their allowed senders list.

From: Patrick Evans
Sent: Friday, October 1, 2021 4:40 PM
To: cmartin@bayarealaw.com
Subject: Bassi v Bassi - DVRO Hearing Oct 5; Notice of Anti-SLAPP and Notice of Ex Parte to Set Hearing Date

Friday, October 1, 2021

CARLOS MARTINEZ
Counsel to Robert Bassi
BAY AREA LAW
647 N. Santa Cruz Ave, Suite C
Los Gatos, California 95113

SENT BY: Email: cmartin@bayarealaw.com
-and- Fax: (408) 286-3602; [Tel. (408) 286-3070]

RE: *R. Bassi v. S. Bassi*, 2012-6-FL-009065 – Opposition to DVRO / Anti-SLAPP re: DVRO

Mr. Martinez,

Please take notice that for Respondent Ms. Bassi we will file an Anti-SLAPP motion, C.C.P. §425.16 to strike Mr. Bassi's Request for Domestic Violence Restraining Order. Hearing is Tuesday, Oct. 5, 2021, at 10:30 a.m., before Hon. Andrea Flint, Dept. 79. We will make ex parte application to request that the court set a hearing date on the Anti-SLAPP and continue the DVRO. We will serve the Anti-SLAPP motion papers Monday morning, Oct. 4.

To conserve judicial resources, we can dispense with the hearing. It would be better to stipulate to continue the DVRO pending the Anti-SLAPP. Please advise if you will stipulate. A stipulation can be prepared and submitted to the court, Hon. A. Flint, for the court's consideration as order.

The DVRO protests SLAPP protected and litigation privileged speech. Mr. Bassi has no right or ability to obtain a DVRO that restrains his spouse in this case and the forthcoming agricultural seed RICO action.

If he prefers no contact, then his lawyer can make request and provide alternative communication channel. Such was not done. There is no basis for DVRO to restrain communication in litigation between spouses.

Sincerely,

Patrick Evans
Counsel to Respondent Ms. S. Bassi, limited scope on the DVRO in this case,
And in upcoming seed RICO, for her as plaintiff in *S. Bassi v. R. Bassi, S. Bassi, T&A, et al.*
[action not yet filed]

Patrick J. Evans, Attorney at Law

EXH 245

From: Microsoft Outlook
<MicrosoftExchange329e71ec88ae4615bbc36ab6ce41109e@LawOfficeofPatrickJEvans.onmicrosoft.com>
Sent: Friday, October 1, 2021 4:40 PM
To: Patrick Evans
Subject: Undeliverable: Bassi v Bassi - DVRO Hearing Oct 5; Notice of Anti-SLAPP and Notice of Ex Parte to Set Hearing Date

Your message to cmartin@bayarealaw.com couldn't be delivered.

Security or policy settings at bayarealaw.com have rejected your message.

pevans
Sender

Office 365

bayarealaw.com
Action Required

Security or policy violation

How to Fix It

The recipient's email server won't accept your message because it appears to violate their security or policy settings. Check the **Reported error** below to see if you can determine why it was blocked. Then try one or more of the following:

- If the error mentions SPF, DKIM, or DMARC issues, forward this message to your email admin for assistance.
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- If the error suggests your message is too large, try to reduce the size of your attachment. If that isn't possible, place the file on a publicly accessible cloud storage location, like OneDrive. Then add a link to the file in your message, and resend the message.
- Contact the recipient (by phone, for example) and tell them to ask their email admin to add you or your email domain to their allowed senders list.

If the problem continues, forward this message to your email admin. If you're an email admin, refer to the **More Info for Email Admins** section below.

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PROOF OF SERVICE

STATE OF CALIFORNIA, COUNTY OF ORANGE

I am employed in the County of Orange, State of California; I am over the age of 18 years and am not a party to the within action. I am employed by The Law Office of Patrick J. Evans, located at 16897 Algonquin St., Suite F, Huntington Beach, CA 92649 Tel: (714) 594-5722.

On Oct. 4, 2021, I served the foregoing document described as **RESPONDENT’S AND COUNSEL’S DECLARATIONS IN IN SUPPORT OF RESPONDENT SUSAN BASSI’S SPECIAL NOTICE TO STRIKE [CODE OF CIVIL PROCEDURE, §425.16] PETITIONER’S REQUEST FOR DOMESTIC VIOLENCE RESTRAINING ORDER** as follows and stated below, to the recipients:

Counsel to Petitioner:

CARLOS MARTINEZ
BAY AREA LAW
647 N. Santa Cruz Ave, Suite C
Los Gatos, California 95030-4351
Tel. (408) 286-3070; Fax: (408) 286-3602
Email: cmartin@bayarealaw.com

BY E-MAIL OR ELECTRONIC TRANSMISSION: Based on a court order or an agreement of the parties to accept service by e-mail or electronic transmission, I transmitted the document by email to Petitioner’s counsel at the address shown above. Following transmission, the computer indicated successful send; no error message was received.

I declare under penalty of perjury under the laws of the State of California that the above is true and correct.

Executed Oct. 4, 2021, at Huntington Beach, California.



Patrick J. Evans