

1 DAN DOW (SBN: 237986)
District Attorney, County of San Luis Obispo
2 By: KENNETH J. JORGENSEN (SBN: 220887)
Deputy District Attorney
3 1035 Palm Street, Room 450
4 San Luis Obispo, CA 93408
Telephone (805) 781-5800
5 e-mail: kjorgensen@co.slo.ca.us
6 Attorneys for Plaintiff

7
8 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
9 **COUNTY OF SAN LUIS OBISPO**

11 THE PEOPLE OF THE STATE OF CALIFORNIA,	COURT NO. 25CV-0013
12 Plaintiff,	FINAL CIVIL JUDGMENT AND ORDER PURSUANT TO STIPULATION
13 v.	
14 DARIN KRUSE, an individual; CAROLYN 15 KRUSE, an individual; INTREPID FINANCIAL, 16 LLC., a California Corporation.	
17 Defendant.	

18
19 Plaintiff, the People of the State of California, appearing through its attorneys, DAN
20 DOW, District Attorney of San Luis Obispo County, by KENNETH J. JORGENSEN, Deputy
21 District Attorney, and Defendants DARIN KRUSE, CAROLYN KRUSE, and INTREPID
22 FINANCIAL, LLC., a California Corporation (“Defendants”), represented by Kate Neiswender
23 (SBN: 133234), having stipulated to the entry of this Final Civil Judgment Pursuant to
24 Stipulation (“Final Judgment”) without the Court taking evidence, and the Court having
25 considered the pleadings and good cause appearing:

26 IT IS HEREBY ORDERED, ADJUDGED AND DECREED that Plaintiff have
27 judgment against Defendant as follows:
28

1 **JURISDICTION AND VENUE**

2 1. This action is brought under the laws of the State of California and this Court has
3 jurisdiction of the subject matter hereof and the parties hereto.

4 **APPLICABILITY**

5 2. All provisions of this Judgment are applicable to Defendants DARIN KRUSE,
6 CAROLYN KRUSE, and INTREPID FINANCIAL, LLC., and to their employees, agents,
7 successors, and assigns, to the extent permitted by law, with actual or constructive knowledge
8 of the terms of this judgment (collectively, “Enjoined Persons”).

9 **INJUNCTION**

10 3. Under Fish and Game Code Section 1615, Enjoined Persons are permanently
11 enjoined and restrained from substantially diverting or obstructing the natural flow of, or
12 substantially changing or using any material from the bed, channel, or bank of, any river,
13 stream, or lake, or deposit or dispose of debris, waste, or other material containing crumbled,
14 flaked, or ground pavement where it may pass into any river, stream, or lake, in violation of
15 Fish and Game Code section 1602, or without prior authorization from the California
16 Department of Fish and Wildlife (“CDFW”) at the property located at 1007 Oak Park
17 Boulevard with Assessor Parcel Number 079-261-011 (“the Property”); and

18 4. Under Fish and Game Code Section 5650.1, Enjoined Persons are
19 permanently enjoined and restrained from depositing in, permitting to pass into, or placing
20 where it can pass into the waters of the State of California any deleterious material, including
21 asphalt, in violation of Fish and Game Code section 5650(a)(1), except: (i) as authorized by
22 Fish and Game Code section 5650(b); or, (ii) with prior authorization from CDFW at the
23 Property; and

24 5. Under Business and Professions Code section 17203, Enjoined Persons are
25 permanently restrained from taking the state-designated rare native plant, the *Pismo clarkia*, in
26 violation with Fish and Game Code Section 1908, or without prior authorization from
27 (“CDFW”) at the Property; and

1 6. Under Business and Professions Code section 17203, Enjoined Persons are
 2 permanently restrained from violating Chapter 22.52, "Grading and Drainage," of the County
 3 Code of San Luis Obispo County, California at the Property.

4 7. Enjoined Persons are restrained from selling, transferring, deeding, giving,
 5 or otherwise conveying in any manner any real property interest in the Property until the
 6 prospective conveyee of the real property interest has been noticed in writing of this Final
 7 Judgment.

MONETARY RELIEF

8
 9 8. Defendants shall, pursuant to the schedule set forth below, pay to Plaintiff the
 10 total of \$165,350 as civil penalties and cost-recovery, which the court shall order to be allocated
 11 by Plaintiffs' counsel:

- 12 a. \$2,500.00 shall be made payable under Fish and Game Code sections 5650 and
 13 5650.1(a), payable pursuant to Fish and Game Code section 5650.1(h);
- 14 i. \$1,250 to the San Luis Obispo County Treasurer, for deposit in the
 15 County Fish and Wildlife Propagation Fund; and
- 16 ii. \$1,250 to the California Department of Fish and Wildlife, for deposit in
 17 the Fish and Game Preservation Fund.
- 18 b. \$7,500 shall be made payable under Fish and Game Code section 1615, payable
 19 as follows pursuant to Fish and Game Code section 1615 (f);
- 20 i. \$3,750 to the San Luis Obispo County Treasurer, for deposit in the
 21 County Fish and Wildlife Propagation Fund; and
- 22 ii. \$3,750 to the California Department of Fish and Wildlife, for deposit in
 23 the Fish and Game Preservation Fund.
- 24 c. \$140,350 shall be made payable under Business and Professions Code section
 25 17206 and shall be made to the San Luis Obispo County District Attorney Office
 26 for the purpose of civil penalties related to grading violations under the County
 27
 28

1 Code of San Luis Obispo, California, Chapter 22.50 and Fish and Game section
2 1908;

3 d. \$15,000 shall be made payable under Business and Professions Code section
4 17206 and shall be paid to the San Luis Obispo County District Attorney Office
5 for reimbursement of attorney fee and investigative costs.

6 9. Payment of the civil penalties and cost reimbursement in Paragraph 8 shall be by
7 cashier's checks, money orders, attorney trust account checks, or certified checks, to the
8 identified entities and paid through escrow of the sale of the property or by Defendants no later
9 than March 15, 2025, whichever sooner, and delivered to KENNETH J. JORGENSEN, Deputy
10 District Attorney, Consumer and Environmental Protection Unit, San Luis Obispo County
11 District Attorney's Office, 1035 Palm Street, Room 450, San Luis Obispo, CA 93408, San Luis
12 Obispo, California, 93408.

13 10. In the event the ownership of all or substantially all of the assets, or corporate
14 stock (more than 51%) of Intrepid Financial LLC changes from its current ownership, the party
15 transferring the stock or ownership of the company and/or vessel shall give notice to Plaintiff of
16 said fact within five (5) days of the date of any such change of ownership.

17 11. All notices, reports and correspondence required by or in conjunction with this
18 Final Judgment shall be in writing and sent by U.S. Mail and e-mail to:

19 IF TO PLAINTIFF: San Luis Obispo County District Attorney
20 Consumer and Environmental Protection Unit
21 Attention: KENNETH J. JORGENSEN, DDA
22 1035 Palm Street, Room 450
23 San Luis Obispo, CA 93408

24 Email: kjorgensen@co.slo.ca.us

25 IF TO DEFENDANT: Law Office of K.M. Neiswender
26 Kate Neiswender, Esq.
27 PO Box 1225
28 Blue Jay CA 92317

Email: katelawventura@gmail.com

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

RETENTION OF JURISDICTION

12. Jurisdiction shall be retained by the Court for the purpose of enabling any party to this Final Judgment to apply to the Court at any time for such further orders, directions, modifications, or terminations as may be necessary or appropriate for the construction, carrying out, modification or termination of any of the injunctive provisions of this Final Judgment, and the enforcement of compliance herewith; or for the punishment of violations hereunder.

EFFECT OF FINAL JUDGMENT

13. Nothing in this Final Judgment shall be construed as limiting, altering, or otherwise affecting the rights, procedures, and protections afforded to Defendant under California Fish and Game Code section 1602, 1908, 5650, or Chapter 22.52 of the County Code of San Luis Obispo County, California nor shall a minor violation that is immediately cured be considered a violation of this Final Judgment.

INTEGRATION

14. This Final Judgment constitutes the entire agreement between the Parties hereto and may not be amended or supplemented except as provided herein.

MODIFICATION

15. This Final Judgment may be modified upon written consent by all Parties and the approval of the Court.

16. The clerk is ordered to enter this Judgment immediately, and to provide notice to the Parties through counsel.

IT IS SO ORDERED.

DATED: 1/14/2025

By  JUDGE OF THE SUPERIOR COURT