BEFORE THE DIRECTOR OF THE
DEPARTMENT OF PESTICIDE REGULATION
STATE OF CALIFORNIA

In the Matter of Unlawful Sales
and Deliveries of Pesticides by

SETTLEMENT AGREEMENT

Britz-Simplot Grower Solutions, LLC
36148 S. Burke Drive
Traver, California 93673

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The Department of Pesticide Regulation (hereafter the Department) and Britz-Simplot Grower Solutions, LLC (hereafter the Company), agree that:

1. In the course of the Department's regular inspection and auditing of pesticide sales into California, the Department discovered that from 2009 through 2010, the Company unlawfully sold a pesticide product in California for a use not stated on the product's registered label and when any condition of use shown in the labeling cannot be complied with. The pesticide product sold was:

- **Comite, E.P.A. Registration Number: 400-104**

2. The Company admits to the violations of Title 3 California Code of Regulations section 6564 which make it unlawful for any person to deliver or sell any pesticide for a use that is not found on its registered label or when any condition of use shown in the labeling cannot be complied with.

3. In order to resolve this matter, the Company and the Department agree that with respect to the Company's unlawful sales of the product during the above-referenced periods of time, the Company will pay the Department $45,000.00 in one lump sum as a civil penalty, by March 22, 2012. The Company will make its check payable to "Cashier, Department of Pesticide Regulation," and mail it to:

Jodi L. Clary, Senior Staff Counsel
Office of Legal Affairs
Department of Pesticide Regulation
1001 I Street, P.O. Box 4015
Sacramento, California 95812-4015

A copy of this agreement shall accompany the check.

4. The Company agrees to implement control measures, within 30 days of its signing this agreement, to ensure that it does not knowingly sell pesticides in California for uses not allowed by the registered the label. The Company further agrees to submit a written plan describing the control measures, **within 20 days of its signing this agreement**, to:

Chief Counsel, Legal Office
Department of Pesticide Regulation
1001 I Street, P.O. Box 4015
Sacramento, California 95812-4015

5. Upon and in consideration of this agreement, the Department agrees it will take no further civil or criminal action with regard to any violations resulting from the sale or delivery of the above-referenced product during the time periods specified above unless it sets aside the agreement as provided in paragraph 8 below.

6. Should the Department discover further unlawful sales of the product above and beyond those represented by the Company for purposes of this agreement, the Department may set aside this agreement and proceed with action against the Company for any and all unlawful sales and deliveries of the products.

7. The Company agrees not to sell or deliver any pesticide products into or within California for sale or use in California unless the products are registered by the Department at the time of sale and delivery, and agrees to sell pesticide products for the registered use only.

Executed by:

for Christopher Reardon, Chief Deputy Director
Department of Pesticide Regulation

on March 6, 2011
at Sacramento, California

Dave Dufault VP+GM (printed name and title)
For Britz-Simplot Grower Solutions, LLC

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