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

In the Matter of Unlawful Use of
Methomyl by

Mr. Lorenzo Lopez
V.L. Farms
77A Overpass Road
Watsonville, CA 95076

Respondent/

SETTLEMENT AGREEMENT

This Settlement Agreement ("Agreement") is entered into by and between the California Department of Pesticide Regulation ("the Department"), and Mr. Lorenzo Lopez of V.L. Farms ("Mr. Lopez"), collectively referred to as the Parties.

1. Methomyl is a restricted material pesticide and not registered for use on strawberries. There is no tolerance set by the United States Environmental Protection Agency for methomyl on strawberries.

2. On April 30, 2013, in the course of the Department's routine produce residue sampling program under Food and Agricultural Code section 12581, the Department discovered methomyl residue on strawberries at the Fresco Food Warehouse, 12301 S. Norwalk Boulevard, Norwalk, California.

3. Further investigation revealed that Mr. Lopez was the source of the strawberries with the methomyl residue.

4. The Santa Cruz County Agricultural Commissioner and Department staff collected evidence from site 1A at 1120 Buena Vista Road, Watsonville, California, owned by Mr. Lopez. Evidence samples were taken of packed strawberries, foliage and field strawberries, and swab samples of spray application equipment and inside the mixing tank. This evidence revealed that methomyl was intentionally applied to Mr. Lopez's second year strawberries at that site.

5. Mr. Lopez admits violating California Food and Agricultural Code sections 12671, providing it is unlawful to pack, ship, or sell any produce that carries pesticide residue in excess of the permissible tolerance; 12973, providing that a pesticide shall not be used in conflict with the registered label; and 14006.5, providing that no person shall use or possess a restricted material pesticide except under written permit of the County Agricultural Commissioner.

6. The Parties agree by this Agreement to resolve this matter without the need for formal litigation.

THEREFORE, the Parties agree as follows:

7. The Department shall take no further civil or criminal action against Mr. Lopez for the application of methomyl to the strawberry crop on site 1A at 1120 Buena Vista Road, Watsonville, California from May 21, 2010, through May 21, 2013, unless the Department sets aside this Agreement as specified under paragraph 9.

8. Mr. Lopez shall pay the Department $15,000 as a civil penalty in payments as follows: $625 shall be due on the 1st of each month until the entire amount is paid. The first payment shall be due July 1, 2013. Each payment shall be made by check **made out to "Cashier, Department of Pesticide Regulation,"** and mailed to:

Marta Barlow, Senior Staff Attorney
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.

9. Mr. Lopez represents that the second-year strawberry crop from site 1A at 1120 Buena Vista Road, Watsonville, California has been or will be destroyed within 30 days of signing this agreement. Should the Department discover that Mr. Lopez has failed to destroy the crop, or has packed, shipped, or sold any second-year strawberries from site 1A, the Department may set aside this Agreement and proceed with action against Mr. Lopez for any and all unlawful acts related to the application of methomyl to the second-year strawberry crop from site 1A at 1120 Buena Vista Road, Watsonville, California.

10. This Agreement constitutes the entire understanding between the Parties, is not intended to benefit or obligate any third party, and fully supersedes all prior written or oral negotiations between the Parties.

11. This Agreement binds Mr. Lopez and his successors and assignees, and the Department and any successor agency that may have responsibility for and jurisdiction over the subject matter of this settlement.

12. This Agreement tolls the statute of limitations relative to any violation covered by this Agreement and upon breach of to any terms of this Agreement, at the discretion of the Department it becomes null and void, and the Department may take action concerning that violation.

13. If any payment is more than 30 days late without obtaining a written extension of time from the Department, the entire remaining balance becomes immediately due. In addition, if the Attorney General files a civil action to enforce the Agreement, Mr. Lopez will pay all costs of

investigating and prosecuting the action, including expert fees, reasonable attorneys' fees, and costs.

14. Each person who signs this Agreement affirms that he or she has the authority to bind that Party.

Executed by:

Charles M. Andrews, Associate Director
Department of Pesticide Regulation

on May 22, 2013
at Watsonville, California

Mr. Lorenzo Lopez

on 5-22-, 2013
at Watsonville, California