

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

In the Matter of Unlawful Use
And Sale of Methomyl by

MGA Farms, Armando Barragan, and
Martin Barragan

SETTLEMENT AGREEMENT

Respondent/

This Settlement Agreement (“Agreement”) is entered into by and between the California Department of Pesticide Regulation (“the Department”), and MGA Farms, Armando Barragan, and Martin Barragan (“Respondents”), collectively referred to as the Parties.

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

2. Santa Barbara County Agricultural Commissioner and Department staff, following up on an investigation of illegal residue found on strawberries being sold at a Smart and Final Extra! in Fresno, California, and being distributed by Better Produce, Inc. in Santa Maria, California, collected evidence from Respondents’ 3.5-acre field located on Prell Road in Santa Maria, California (“MGA site 01”). This evidence revealed methomyl was applied in an even distribution pattern to Respondents’ strawberries at MGA site 01.

3. The Santa Barbara County Agricultural Commissioner issued a cease harvest order for strawberries on MGA site 01 on October 4, 2019.

4. The Parties entered into a Reconditioning Agreement on December 19, 2019, to resolve the issue of the cease harvest order on MGA site 01. In that Reconditioning Agreement, Respondents admitted to violating California Food and Agricultural Code section 12671, providing that it is unlawful to pack, ship, or sell any produce that carries pesticide residue in excess of the permissible tolerance.

5. The Parties agree by this Settlement Agreement to resolve the issue of a penalty for the violation of Food and Agricultural Code section 12671 without the need for formal litigation.

THEREFORE, the Parties agree as follows:

6. The Department shall take no further civil or criminal action against Respondents for the packing, shipping, or sale of strawberries that were grown on MGA site 01 between September 23, 2019, and November 19, 2019, (the “Strawberries”), unless the Department sets aside this Agreement as specified under paragraph 9.

MGA Farms
Armando Barragan
Martin Barragan
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7. Respondents shall pay the Department \$5,000.00 in installments as a civil penalty, payable by check **made out to "Cashier, Department of Pesticide Regulation,"** and mailed to:

c/o Kristen Mitsu Driskell, Staff Attorney
Office of Legal Affairs
Department of Pesticide Regulation
1001 I Street, P.O. Box 4015
Sacramento, California 95812-4015

Payments are due as scheduled below:

Amount Due	Date Due:	Late if received after:
\$2,500.00	December 1, 2020	December 30, 2020
\$2,500.00	July 1, 2021	July 30, 2021

8. 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. This Agreement does not affect any action the Santa Barbara County Agricultural Commissioner may take with respect to violations associated with the application of methomyl on Barrera site 02. This Agreement has no effect on the Reconditioning Agreement previously entered into between the Parties.

9. This Agreement binds Respondents and their successors and assignees, and the Department and any successor agency that may have responsibility for and jurisdiction over the subject matter of this settlement.


10. 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 this Agreement, Respondents will pay all costs of investigating and prosecuting the action, including expert fees, reasonable attorneys' fees, and costs, in the event the Department is determined to be the prevailing party.

11. This Agreement tolls the statute of limitations relative to any violation covered by this Agreement and upon breach of 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.

MGA Farms
Armando Barragan
Martin Barragan
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12. Each person who signs this Agreement affirms that he or she has the authority to bind that Party.

Executed by:




Val Dolcini, Director
Department of Pesticide Regulation

on 2/24, 2020
at Sacramento, California



Armando Barragan
MGA Farms

on 2-20-2020, 2020
at Santa Maria CA (City and State)



Martin Barragan
MGA Farms

on 2-120-, 2020
at Santa Maria ca (City and State)

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

In the Matter of Unlawful Use
And Sale of Methomyl by

Santos Barrera

SETTLEMENT AGREEMENT

Respondent/

This Settlement Agreement ("Agreement") is entered into by and between the California Department of Pesticide Regulation ("the Department"), and Santos Barrera ("Respondent"), collectively referred to as the Parties.

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

2. On September 23, 2019, 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 Smart and Final Extra!, located at 3330 W. Shaw Avenue, Fresno, California.

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

4. The Santa Barbara County Agricultural Commissioner and Department staff investigated the illegal residue and collected evidence from Respondent's 7.5-acre field located on Prell Road in Santa Maria, California (Barrera site 02). This evidence revealed that methomyl was applied to Respondent's strawberries on the western 5.5 acres at Barrera site 02.

5. The Santa Barbara County Agricultural Commissioner issued a cease harvest order for strawberries on Barrera site 02 on October 1, 2019.

6. Respondent admits to violating California Food and Agricultural Code section 12671, providing it is unlawful to pack, ship, or sell any produce that carries pesticide residue in excess of the permissible tolerance.

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

THEREFORE, the Parties agree as follows:

8. The Department shall take no further civil or criminal action against Respondent for the packing, shipping, or sale of strawberries that were grown on Barrera site 02 between September 23, 2019, and November 19, 2019, (the "Strawberries"), unless the Department sets aside this Agreement as specified under paragraph 10.

9. Respondent shall pay the Department \$15,000.00 in installments as a civil penalty, payable by check **made out to "Cashier, Department of Pesticide Regulation,"** and mailed to:

c/o Kristen Mitsu Driskell, Staff Attorney
Office of Legal Affairs
Department of Pesticide Regulation
1001 I Street, P.O. Box 4015
Sacramento, California 95812-4015

Payments are due as scheduled below:

Amount Due	Date Due:	Late if received after:
\$3,500.00	December 15, 2020	January 14, 2021
\$11,500.00	December 15, 2021	January 15, 2022

10. Respondent agrees that he will not pack, ship, or sell in California any strawberries carrying illegal pesticide residue. Should the Department discover that Respondent has packed, shipped, or sold any strawberries carrying illegal pesticide residue (a) the Department may set aside this Agreement and proceed with action against Respondent, and (b) Respondent agrees to waive his right to a hearing under California Food and Agricultural Code section 12648(c) and immediately destroy the remaining strawberries in his custody, possession, or control, under the supervision of Department staff or its designee.

11. 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. This Agreement does not affect any action the Santa Barbara County Agricultural Commissioner may take with respect to violations associated with the application of methomyl on Barrera site 02.

12. This Agreement binds Respondent 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.

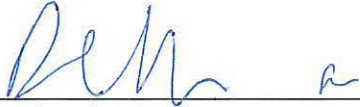
13. If any payment is more than 30 days late without obtaining a written extension of time from the Department, the entire remaining balance becomes immediately due. In addition, if the Attorney General files a civil action to enforce this Agreement, Respondent will pay all costs of

investigating and prosecuting the action, including expert fees, reasonable attorneys' fees, and costs, in the event the Department is determined to be the prevailing party.

14. This Agreement tolls the statute of limitations relative to any violation covered by this Agreement and upon breach of 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.


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

Executed by:



Val Dolcini, Director
Department of Pesticide Regulation

on 2/28, 2020
at Sacramento, California



Santos Barrera

on 02/20, 2020
at Santa Maria CA (City and State)

Yo Santos Barrera firme este acuerdo porque
re síbi ~~re síbi~~ una llamada por teléfono de Luci Correa
re presentando al estado de California del control de pesticidas
pedisindome que necesitaban mi firma le dije que no estado
de acuerdo con la ~~re~~ forma de pago que esto escrito en este papel
y ella me dijo que no me preocupara que lo único que querían era
mi firma y que al momento de los pago síno podía pagarles -
que ellos me iban a esperar y que podía pagarles con forme pudiera
por eso firme la llamada la recibí a las 10:18 AM en el día Jueves
del mes 02/20/20 y el numero de teléfono de donde me llamo Luci
Correa es (714) 279-7033 Gracío atentamente Santos Barrera

Unlawful Use and Sale of Methomyl Settlement Agreement

Santos Barrera's Handwritten Note

English Translation

By Alberto Marin, CDPR Certified Translator

I, Santos Barrera, signed this agreement because I received a phone call from Luci Correa (Lucero Correa-Gómez) with the California Department of Pesticide Regulation in which she told me that they needed my signature.

I told her that I did not agree with the payment plan written in the document. She told me that I should not worry, that they only needed my signature and if, when payments needed to be made, I was not able to pay they would give me time to make them as soon as I could.

For that reason I signed. I received the phone call at 10:18 AM on Thursday, February 20, 2020. Luci Correa called me from the phone number (714) 279-7033. Thank you.

Sincerely,

Santos Barrera