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*Attorneys for Complainant Director  
of the Department of Pesticide Regulation*

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

In the Matter of the Accusation Against:  
  
**Keystone Pest Solutions, LLC  
205 Daybreak Road  
Bonners Ferry, Idaho  
Pest Control Dealer-Main, License No.  
39186;**  
  
**And**  
  
**Wesley Weaver  
Dealer Designated Agent, License No.  
130971**

Case No. 24-02L

**STIPULATED SETTLEMENT  
AGREEMENT**

**Respondents.**

1 IT IS HEREBY STIPULATED AND AGREED by and between the parties to the above-  
2 entitled proceeding that the following matters are true:

3 The parties to the above-entitled proceeding hereby enter into this stipulated settlement  
4 agreement for matter DPR No. 24-02L (Stipulated Settlement Agreement).

5 1. Complainant California Department of Pesticide Regulation (Department) must  
6 ensure the proper, safe, and efficient use of pesticides and oversees the administration and  
7 enforcement of Divisions 6 and 7 of the California Food and Agricultural Code<sup>1</sup> governing the  
8 sale and use of pesticides. (Food & Ag., § 11501.) The Department's authority includes licensing  
9 individuals and companies engaged as pest control business dealers under section 12101 et seq.  
10 and California Code of Regulations, title 3, section 6000 et seq. The Department's authority also  
11 includes licensing individuals and companies engaged as qualified applicators and acting in that  
12 capacity as designated dealer agents under section 12251 et seq. and California Code of  
13 Regulations, title 3, section 6000 et seq.

14 2. Licensee Keystone Pest Solutions, LLC (Keystone) is an Idaho corporation and the  
15 holder of Pest Control Dealer-Main (PDM) License No. 39186 issued by the Department for the  
16 licensee's location at 205 Daybreak Road, Bonners Ferry, Idaho (Keystone PDM License). The  
17 Keystone PDM License will expire on December 31, 2026, unless renewed. As used herein,  
18 "Keystone" includes Keystone Pest Solutions, LLC and any subsidiaries or affiliated entities, and  
19 its predecessors, successors and assignees.

20 3. Licensee Wesley Weaver holds Dealer Designated Agent License (DDA License) No.  
21 130971, issued by the Department. The license will expire on December 31, 2027, unless  
22 renewed.

### 23 **JURISDICTION**

24 4. On May 9, 2025, Accusation No. 24-02L was filed before the Department. The  
25 Accusation and all other statutorily required documents were properly served on both Licensees  
26 on May 9, 2025.

27 \_\_\_\_\_  
28 <sup>1</sup> All further references to code sections are to the California Food and Agricultural Code  
unless indicated otherwise.



1 j. *SIMAZINE 90DF HERBICIDE* (active ingredient SIMAZINE; EPA Reg. No.  
2 19713-252)

3 k. *WEEDMASTER HERBICIDE* (active ingredient 2,4-D, DICAMBA,  
4 DIMETHYLAMINE SALT; EPA reg. No. 71368- 34)

5 10. Between September 6, 2020, through July 29, 2024, Licensee Keystone violated  
6 section 14010 by committing 159 acts of unlawful sales of California restricted materials to  
7 persons who did not possess a valid restricted materials permit.

8 11. Between September 6, 2020, to July 29, 2024, Licensee Keystone violated  
9 California Code of Regulations, title 3, section 6568, subdivision (a) by committing 159 unlawful  
10 sales of California restricted materials to persons without first obtaining a copy of the purchaser's  
11 valid restricted materials permit.

12 12. Between September 6, 2020, to July 29, 2024, Licensee Keystone violated section  
13 12121, subdivision (c) by committing 159 acts of unlawful sales of California restricted materials  
14 in violation of section 14010 and California Code of Regulations, title 3, section 6568,  
15 subdivision (a).

16 13. Between July 2, 2024, and August 25, 2025, Keystone violated California Code of  
17 Regulations, title 3, sections 6562, subdivision (a)(4) and 6568, subdivision (c) on 1,938  
18 occasions by unlawfully selling agricultural use pesticides without obtaining a valid OIN.

19 14. Due to the violations described in paragraphs 9 to 13, the Keystone PDM License  
20 is subject to discipline under section 12113.

21 15. Licensee Weaver violated section 12258, subdivision (e), which provides that it is  
22 unlawful for any person subject to the laws regulating the activities of a pest control dealer  
23 designated agent to fail to actively supervise employees in the use and sale of pesticides and to  
24 exercise responsibility in carrying on the business of a pest control dealer.

25 16. Due to the violations described in paragraph 15, Licensee Weaver's DDA License  
26 is subject to discipline under section 12257.

27 17. As a result of the above-referenced history and violations involving the Licensees,  
28 the Department has determined that it could take action to revoke Licensees' licenses, levy civil

1 penalties or take other measures designed to obtain consistent future compliance with all  
2 applicable pesticide laws and regulations.

3 18. In lieu of the Department taking action to revoke Licensees' licenses, or levying  
4 additional penalties or other measures, the Parties agree by this Stipulated Settlement Agreement  
5 to resolve this matter.

6 19. The Effective Date of this Stipulated Settlement Agreement is 30 days after the  
7 Director signs her Decision and Order on the Stipulated Settlement Agreement.

8 **THEREFORE**, the Parties agree as follows:

9 20. Licensees shall pay a fine of \$199,352.67 to the Department through four separate  
10 payments. Each payment will be \$49,838.17. The first payment is due by the Effective Date of  
11 this Stipulated Settlement Agreement. The second, third, and fourth payments will be due 90 days  
12 after the previous payment.

13 21. The payment(s) shall be made payable to the Cashier, California Department of  
14 Pesticide Regulation (Tax ID # [REDACTED]). Each payment shall be mailed to:

15 c/o James M. Cabot, Staff Attorney  
16 Office of Legal Affairs  
17 Department of Pesticide Regulation  
18 1001 I St, 4<sup>th</sup> Floor  
19 Sacramento, CA 95814

20 22. The Department File Number, 24-02L, shall be included on the memorandum line  
21 or its equivalent on all checks. Scanned copies of the check(s) shall be sent, via email, to  
22 California Department of Pesticide Regulation, Office of Legal Affairs, c/o James M. Cabot, Staff  
23 Attorney, 1001 I Street, P.O. Box 4015, Sacramento California, 95812-4015,  
24 James.Cabot@cdpr.ca.gov.

25 23. Licensee Keystone agrees to a probationary period of two years commencing on  
26 the Effective Date of this Stipulated Settlement Agreement. During the probationary period,  
27 Licensee Keystone agrees to the following:

- 28 a. To refrain from the sale or distribution of any California restricted material as  
defined in the California Code of Regulations, Title 3 section 6400 into or within

1 the State of California. For purposes of this agreement, the restriction shall be  
2 interpreted to apply to any substance that is designated as a restricted material at  
3 the time of sale or distribution.

- 4 b. To provide the Department with quarterly reports listing all sales, due by the 15th  
5 of the month following the closing of each sales quarter. For example, if the sales  
6 quarter closes on June 30, 2026, the report for that quarter would be due to the  
7 Department by July 15, 2026. Reports will be submitted by email to the  
8 Department at James.Cabot@cdpr.ca.gov. The first quarterly report shall be due  
9 October 15, 2026, and will cover the period starting from the Effective Date of the  
10 Stipulated Settlement Agreement through September 30, 2026. The last quarterly  
11 report as required by the terms of probation shall be due on July 15, 2028.
- 12 c. Licensee Keystone shall document its process for determining whether every  
13 customer with a California address requires an OIN. Where a customer believes an  
14 OIN is not needed, Licensee Keystone must document why an OIN is not needed.  
15 This documentation shall be included in the quarterly reports described in  
16 Paragraph 23(b),
- 17 d. To comply with all state and local laws and regulations relating to pesticides  
18 within the borders of the State of California.

19 24. Licensee Weaver agrees to a probationary period of one year commencing on the  
20 Effective Date of this Stipulated Settlement Agreement. During the probationary period, Licensee  
21 Weaver agrees to the following:

- 22 a. By December 31, 2026, Licensee shall obtain eight (8) additional hours of  
23 continuing education (CE) in pesticide law and regulation and the distribution,  
24 sale, storage and handling of California restricted materials and federal restricted  
25 use materials, as defined in the California Code of Regulations, Title 3 section  
26 6400, including subdivision (a) from a CE provider certified by the Department.  
27 Upon the completion of the CE pursuant to this paragraph, Licensee shall submit a  
28 report confirming the completion of the eight (8) additional hours of CE.

1           b. To comply with all state and local laws and regulations relating to pesticides  
2           within the borders of the State of California.

3           25. If, during the probationary periods designated in Paragraphs 23 and 24, Licensees  
4 are determined by the Department to have committed any violation of California pesticide laws or  
5 regulations under the jurisdiction of the Department or a County Agricultural Commissioner or  
6 are determined by the Department to have failed to comply with the terms of this Stipulated  
7 Settlement Agreement, the Department has the option to either confer with Licensees to  
8 renegotiate the terms of this Stipulated Settlement Agreement or set aside this Stipulated  
9 Settlement Agreement and proceed with formal proceedings to revoke one or more of the  
10 licenses identified in Paragraphs 2 and 3. In issuing any further licensing disciplinary action  
11 based on any new violations, the Department may consider the previous violations set forth in  
12 Paragraphs 9 to 13 and 15 as relevant factors.

13           26. Licensees waive any right to a hearing in this matter under sections 12113 or  
14 12257, or otherwise for the violations described in Paragraphs 9-13 and 15.

15           27. Licensees understand and agree the violations in Paragraphs 9 to 13 and 15, above,  
16 if proven at hearing, constitute cause for imposing discipline upon Licensees. Licensees agree  
17 that, at a hearing, the Department would have an opportunity to and could possibly establish a  
18 factual basis for the violations in Paragraphs 9 to 13 and 15, and Licensees hereby, and in  
19 consideration of this Stipulated Settlement Agreement, give up their right to contest those  
20 violations.

21           28. The Department shall take no further action to revoke the Keystone PDM License  
22 or Wesley Weaver's DDA License or levy additional penalties for the violations set forth in  
23 Paragraphs 9 to 13 and 15.

24           29. Except as expressly provided in this Stipulated Settlement Agreement, nothing in  
25 this Stipulated Settlement Agreement is intended, nor shall be construed to preclude the  
26 Department, County Agricultural Commissioners, or any state, county, or local agency,  
27 department, board, or entity from exercising its authority under any law, statute, or regulation.  
28 Further, nothing in this Stipulated Settlement Agreement is intended, nor shall be construed as a

1 limit on the Department or County Agricultural Commissioners to commence, subject to all  
2 applicable statutes of limitations, any future enforcement action against Licensees for violations  
3 of any state and local laws and regulations relating to pesticides within the borders of the State of  
4 California, if any, not covered in this Stipulated Settlement Agreement. The Parties agree that any  
5 known or reasonably knowable violations by Licensees occurring prior to the Effective Date of  
6 this Stipulated Settlement Agreement shall not be grounds to set aside this Stipulated Settlement  
7 Agreement.

8 30. This Stipulated Settlement Agreement constitutes the entire understanding  
9 between the Parties and fully supersedes all prior written or oral agreements or negotiations,  
10 express or implied, with regards to the matters set forth in this Stipulated Settlement Agreement.

11 31. If any provision or portion of this Stipulated Settlement Agreement is held to be  
12 invalid, illegal, or unenforceable, such legality, validity, or enforceability shall not affect the  
13 balance of the Stipulated Settlement Agreement.

14 32. This Stipulated Settlement Agreement binds the Licensees, their officers, directors,  
15 agents, employees, contractors, consultants, receivers, trustees, successors and assignees,  
16 subsidiary and parent corporations, and the Department and any successor agency that may have  
17 responsibility for and jurisdiction over the subject matter of this Stipulated Settlement Agreement.

18 33. Each Party to this Stipulated Settlement Agreement shall bear its own respective  
19 costs and attorneys' fees, including costs of investigation, in connection with this matter and the  
20 negotiations leading up to and the preparation of this Stipulated Settlement Agreement.

21 34. If the Attorney General files a civil action on behalf of the Department to enforce  
22 this Stipulated Settlement Agreement, the Licensees will pay all costs of investigating and  
23 prosecuting the action, including expert fees, reasonable attorneys' fees, and costs if the  
24 Department is the "prevailing party" in the litigation as defined in California Code of Civil  
25 Procedure section 1032, subdivision (a)(4).

26 35. This Stipulated Settlement Agreement constitutes the entire agreement between the  
27 Parties and may only be amended, supplemented, modified, or revoked in writing and signed by  
28 all Parties.

1           36.       This Stipulated Settlement Agreement is deemed to have been entered into in the  
2 State of California and will be interpreted and governed by the laws of the State of California,  
3 regardless of the physical locations of the individuals executing this Stipulated Settlement  
4 Agreement at the time of execution.

5           37.       This Stipulated Settlement Agreement tolls the statute of limitations relative to any  
6 violation covered by this Stipulated Settlement Agreement and upon breach of any terms of this  
7 Stipulated Settlement Agreement, at the discretion of the Department, this Stipulated Settlement  
8 Agreement becomes null and void, and the Department may take action concerning that violation.

9           38.       Each person who signs this Stipulated Settlement Agreement affirms that he or she  
10 is fully authorized by the Party he or she represents to sign the Stipulated Settlement Agreement  
11 on that Party's behalf and has the authority to bind that Party to the obligations and commitments  
12 set forth in this Stipulated Settlement Agreement.

13           39.       This Settlement Agreement may be executed in counterparts. The Parties  
14 understand and agree that Portable Document Format (PDF) and electronic copies of this  
15 Stipulated Settlement Agreement, including PDF and electronic signatures thereto, shall have the  
16 same force and effect as the originals.

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**ACCEPTANCE FOR KEYSTONE PEST SOLUTIONS, LLC**

I have carefully read the above Stipulated Settlement Agreement and have fully discussed it with my attorney, Samuel Lovely. I understand this stipulation and the effect it will have on my Pest Control Dealer-Main License. I enter into this Stipulated Settlement Agreement and voluntarily, knowingly, and intelligently, and agree to be bound by the Decision and Order of the Director of the California Department of Pesticide Regulation

Date: Jun 29, 2026  
*Wesley R Weaver*  
Wesley R Weaver (Jun 29, 2026 11:10:51 PDT)  
WESLEY WEAVER, Managing  
Member Keystone Pest Solutions, LLC

I have read and fully discussed with Respondent Keystone Pest Solutions, LLC the terms and conditions and other matters contained in the above Stipulated Settlement and Disciplinary Order. I approve its form and content.

Date: Jun 29, 2026  
*Samuel Lovely*  
\_\_\_\_\_  
SAMUEL LOVELY  
Attorney for Keystone Pest Solutions, LLC

**ACCEPTANCE FOR WESLEY WEAVER**

I have carefully read the above Stipulated Settlement Agreement and have fully discussed it with my attorney, Samuel Lovely. I understand this stipulation and the effect it will have on my Dealer Designated Agent License. I enter into this Stipulated Settlement Agreement and voluntarily, knowingly, and intelligently, and agree to be bound by the Decision and Order of the Director of the California Department of Pesticide Regulation.

Date: Jun 29, 2026  
*Wesley R Weaver*  
Wesley R Weaver (Jun 29, 2026 11:10:51 PDT)  
WESLEY WEAVER

I have read and fully discussed with Respondent Wesley Weaver the terms and conditions and other matters contained in the above Stipulated Settlement and Disciplinary Order. I approve its form and content.

Date: Jun 29, 2026  
*Samuel Lovely*  
\_\_\_\_\_  
SAMUEL LOVELY  
Attorney for Wesley Weaver

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**ENDORSEMENT**

The foregoing Stipulated Settlement Agreement is hereby respectfully submitted for consideration by the Director of the California Department of Pesticide Regulation

Date: June 29, 2026

ROB BONTA  
Attorney General of California  
MYUNG J. PARK  
Supervising Deputy Attorney General

TIFFANY YEE  
JAMES C. CROWDER  
Deputy Attorneys General  
*Attorneys for Complainant  
Department of Pesticide Regulation*

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

In the Matter of the Accusation Against:

Case No.

DPR FILE NO.: 24-02L

Keystone Pest Solutions, LLC  
205 Daybreak Road  
Bonners Ferry Idaho

Pest Control Dealer-Main, License No. 39186;

and

Wesley Weaver  
Dealer Designated Agent License No. 130971

Respondents.

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**DECISION AND ORDER**

The attached Stipulated Settlement is hereby adopted by the Director of the California Department of Pesticide Regulation, as the Decision and Order in the above-entitled matter.

This decision shall become effective on July 1, 2026.

It is so ORDERED July 1, 2026.



\_\_\_\_\_  
KAREN MORRISON  
DIRECTOR, CALIFORNIA DEPARTMENT  
OF PESTICIDE REGULATION