

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

In the Matter of Unlawful Sales  
and Deliveries of Pesticides by

The Grow Biz  
1697 Pomona Avenue  
San Jose, California 95770

SETTLEMENT AGREEMENT  
Case No.: PQE 2017/18-13

Respondent/

This Settlement Agreement ("Agreement") is entered into by and between the California Department of Pesticide Regulation ("the Department"), and The Grow Biz ("the Company"), collectively referred to as the Parties.

1. In the course of the Department's regular inspection and auditing of pesticide sales into California, the Department discovered that on March 14, 2017, the Company sold five (5) pesticide products in California that were unregistered. The unregistered pesticide products are:

- Gnatrol Gnat Larvae Killer
- PYLON 10mL - Miticide
- EAGLE20-FUNGICIDE 10ml
- AVID 10ML
- FLORAKILLER FOR MITE

2. The Company represents, and the Department acknowledges, that sales of the products during the time period specified in paragraph 1 were not made for the purpose of gaining any unfair economic advantage.

3. The Company neither admits nor denies violating California Food and Agricultural Code section 12993 which provides that it is unlawful for any person to manufacture, deliver, or sell any pesticide or mixture of substances intended to be used as a pesticide that is not registered by the Department.

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

THEREFORE, the Parties agree as follows:

INV1617-0060

5. The Department shall take no further civil or criminal action regarding the sale or delivery of the products during the time period specified in paragraph 1 unless it sets aside this Agreement as specified under paragraph 8.

6. The Company shall pay the Department \$20,000 as a civil penalty, in two (2) payments of \$10,000 due on January 30, 2018 and March 30, 2018, respectively, payable by check made out to:

**Cashier, Department of Pesticide Regulation**

and mailed to:

c/o Daniel Rubin, 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.**

7. The Company shall not sell or deliver into or within California any pesticide or any substance or mixture of substances represented to be a pesticide, unless the products are sold or delivered under the market label that has been registered with the Department. **Within 30 days of signing this agreement**, the Company shall develop, implement, and provide the Department with a written description of control measures the Company will take to ensure that the Company will not sell or deliver misbranded or unregistered pesticides into California, and send it to:

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

8. The Company represents that it will not sell or deliver into or within California the products identified in paragraph 1 after the execution of this agreement, unless the products are sold or delivered under the market label that has been registered with the Department. The Department may set aside this Agreement and proceed with action against the Company for any and all unlawful sales or deliveries of the products should the Department discover that the Company: (a) did not comply with paragraph 6 of this Agreement; or (b) did not provide the Department with the written control measures required under paragraph 7 of this Agreement.

9. 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.

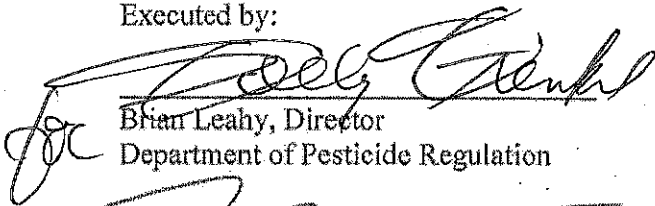
10. This Agreement binds the Company, its successors and assignees, subsidiary and parent corporations, and the Department and any successor agency that may have responsibility for and jurisdiction over the subject matter of this settlement.

11. If any payment by the Company 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, the Company 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.

12. 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.

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

Executed by:

  
\_\_\_\_\_  
Brian Leahy, Director  
Department of Pesticide Regulation

on January 29, 2018  
at Sacramento, California

  
\_\_\_\_\_  
RYAN HALE, CEO (printed name and title) at ROCKLIN, CA (City and State)  
for The Grow Biz

on JAN 16th, 2018

RYAN HALE, CEO (printed name and title) at ROCKLIN, CA (City and State)  
for The Grow Biz