

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

In the Matter of
Licensing Examination Subversion by

SETTLEMENT AGREEMENT

P&L Marketing, Inc.
1430 South Cain Street
Visalia, CA 93292

Respondent/ PAUL SCHWMPF

This Settlement Agreement ("Agreement") is entered into by and between the California Department of Pesticide Regulation ("the Department"), and P&L Marketing, Inc., collectively referred to as the Parties.

1. Food and Agricultural Code section 11792, subdivision (e) provides that it is unlawful for any person to "cheat on or subvert a licensing examination." This subdivision further provides that "subvert" includes, but is not limited to, the unauthorized possession, reproduction, or distribution of any portion of the licensing examination."

2. On July 13, 2018, P&L Marketing, Inc. taught a class and presented to students taking that class, a total of 141 questions and answers that were identical or nearly identical to questions on DPR's official examinations, including Microbial Pest Control, Landscape Maintenance, and Plant Agriculture.

3. P&L Marketing, Inc. admits violating California Food and Agricultural Code section 11792, subdivision (e).

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

THEREFORE, the Parties agree as follows:

5. The Department shall take no further civil or criminal action against P&L Marketing, Inc. for the actions described in paragraph 2.

6. P&L Marketing, Inc. shall pay the Department \$49,350 in one lump sum payable by check **made out to "Cashier, Department of Pesticide Regulation,"** and mailed to:

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

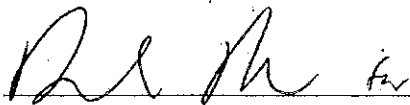
A copy of this agreement shall accompany the check.

7. P&L Marketing, Inc. agrees that the company will no longer provide students with exact or nearly exact replicas of DPR examinations, and will no longer copy or subvert any DPR examination. This includes, but is not limited to courses related to California Code of Regulations, Title 3, sections 6500 through 6551.

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.

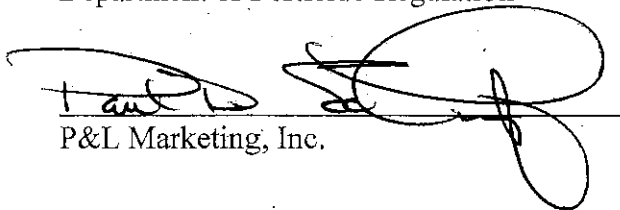
9. This Agreement tolls the statute of limitations relative to any violation covered by this Agreement and upon breach of any terms of this Agreement, at the discretion of the Department it becomes null and void, and the Department may take action concerning that violation.

Executed by:



Brian Leahy
Director
Department of Pesticide Regulation

on December 20, 2018
at Sacramento, California



P&L Marketing, Inc.

on DEC. 16TH, 2018
at VISALIA, California
(city)