

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

In the Matter of:

PESTMASTER SERVICES, INC.  
9716 South Virginia Street, Suite E,  
Reno, Nevada 89511

Pest Control Business-Main, License No. 30261

Pest Control Business-Branch, License No. 44787

and

JEFFREY M.VAN DIEPEN, Owner

Qualified Applicator License No. 98147

Licensees,

DPR No. 20-001L

STIPULATED SETTLEMENT  
AGREEMENT

The California Department of Pesticide Regulation (“the Department”) and Pestmaster Services, Inc., a California corporation, and its owner, Jeffery M. Van Diepen (“Licensees”), all collectively referred to as the Parties enter into this Stipulated Settlement Agreement.

1. Jeffery M. Van Diepen is the owner and controls the daily operations of a California corporation known as Pestmaster Services, Inc., with its principal corporate office located at 9716 South Virginia Street, Suite E, Reno Nevada, 89511.
2. Pestmaster Services, Inc. holds a Pest Control Business License-Main (License No. 30261) and Pest Control Business License-Branch (License No. 44787) issued by the Department.
3. Jeffery M. Van Diepen holds a Qualified Applicator License (License No. 98147) issued by the Department.
4. The Department must ensure the proper, safe, and efficient use of pesticides and oversees the administration and enforcement of Divisions 6 and 7 of the California Food and Agricultural Code governing the sale and use of pesticides (Food & Agr. Code, § 11501). This includes licensing individuals and companies engaged in pest control under Food and Agricultural Code sections 11401 et seq. and Title 3 of the California Code of Regulations, section 6000 et seq.

5. The Department finds that, on the following occasions, one or both of the Licensees violated California pesticide law:

Sacramento County Violations

- (1) June 17, 2003, Notice of Violation for violating Food and Agricultural Code section 12004 (retention of copy of recommendations), California Code of Regulations, title 3, section 6624 (pesticide use reports) and 6674 (posting of pesticide storage areas).
- (2) March 29, 2004, Case No. ACP-SAC-03/04-032, Licensee violated Food and Agricultural Code section 11732 (failure to register as a pest control business with County Agricultural Commissioner (hereinafter "CAC") prior to operating).
- (3) June 8, 2004, Case Number ACP-SAC-05/06-029, Licensee violated California Code of Regulations, title 3, section 6614 (drift, protection of persons, animals, and property);
- (4) May 25, 2005, Case No. ACP-SAC-04/05-052, Licensee violated California Code of Regulations, title 3, section 6416(a) (applying a pesticide to a groundwater protection area without a permit);
- (5) August 5, 2005, Licensee violated California Code of Regulations, title, 3, sections 6738 (personal protective equipment) and 6624 (pesticide use reports);
- (6) June 6, 2006, Licensee violated California Code of Regulations, title 3, section 6627 (failed to submit pesticide use reports for February 2006);
- (7) June 27, 2018, Headquarters Inspection. Licensee violated Food and Agricultural Code sections 11732 (failure to register as a pest control business with CAC prior to operating); 12004 (failure to retain recommendation records); and California Code of Regulations, title 3, sections 6626, 6627, and 6628 (failing to submit pesticide use reports) in 2016 and 2017; and submitted late pesticide use reports in June 2018, for the period between January 2018 to May 2018.
- (8) On July 1, 2016, Licensee entered into a contract with the Bureau of Reclamation to perform pest control activities at the Folsom Dam area, Folsom South Canal, Nimbus Dam, Nimbus Fish Hatchery, and do annual touch ups in those areas, for the period between July 1, 2016 and June 30, 2021. The contract required Licensee to be registered in El Dorado, Placer, and Sacramento counties as a pest control business and comply with all state laws and regulations.
  - a. Licensee violated Food and Agricultural Code section 11732 on three (3) occasions by failing to register as a pest control business prior to operating in Sacramento County in 2016, 2019 and 2020.
  - b. Licensee violated California Code of Regulations, title 3, sections 6627 (monthly summary pesticide use reports) and 6628 (negative pesticide use reports) on forty (40) separate occasions in Sacramento County by failing to submit monthly pesticide use reports for the following months: July 2016 to August 2017, January 2018, March 2018 to December 2018, January 2019 to September 2019, and November 2019 to April 2020.

El Dorado County Violations

- (1) On July 1, 2016, Licensee entered into a contract with the Bureau of Reclamation to perform pest control activities at the Folsom Dam area, Folsom South Canal, Nimbus Dam, Nimbus

Fish Hatchery, and do annual touch ups in those areas, for the period between July 1, 2016 and June 30, 2021. The contract required Licensee to be registered in El Dorado, Placer, and Sacramento counties as a pest control business and comply with all state laws and regulations.

- a. Licensee violated California Code of Regulations, title 3, sections 6627 (monthly summary pesticide use reports) and 6628 (negative pesticide use reports) on twenty-four (24) occasions in El Dorado County by failing to submit monthly pesticide use reports for the following months: July 2016 to September 2017; January 2018, September 2018, November 2018, January 2019, December 2019, January 2020 to April 2020.

#### Placer County Violations

(1) On July 1, 2016, Licensee entered into a contract with the Bureau of Reclamation to perform pest control activities at the Folsom Dam area, Folsom South Canal, Nimbus Dam, Nimbus Fish Hatchery, and do annual touch ups in those areas, for the period between July 1, 2016 and June 30, 2021. The contract required Licensee to be registered in El Dorado, Placer, and Sacramento counties as a pest control business and comply with all state laws and regulations.

- a. Licensee violated California Code of Regulations, title 3, sections 6627 (monthly summary pesticide use reports) and 6628 (negative pesticide use reports) on thirty-three (33) separate occasions in Placer County by failing to submit monthly pesticide use reports for the following months: July 2016 to October 2017; January 2018 to October 2018; December 2018; February 2019; and January 2020 to April 2020.

#### Lassen County Violation

(1) On September 1, 2017, Licensee entered into a contract with the Federal Bureau of Prisons to perform pest control activities at the Federal Prison in Herlong, California over a five year period from 2017 to 2022. The herbicide application was to occur between October and November of each year. The contract did not specify which herbicides were to be used.

- a. Licensee violated Food and Agricultural Code section 11732 on two (2) occasions by failing to register as a pest control business in Lassen County prior to operating in 2017 and 2020.
- b. Licensee violated California Code of Regulations, title 3, sections 6627 (monthly summary pesticide use reports) and 6628 (negative pesticide use reports) on seventeen (17) separate occasions in Lassen County by failing to submit monthly pesticide use reports for the following months: October 2017 to December 2017, January 2018 to October 2018, March 2019, and January 2020 to April 2020.

#### San Luis Obispo County Violation

(1) On September 12, 2017, Licensee entered into a contract with the State of California Military Department to perform pest control every two weeks at various locations at Camp Roberts from October 1, 2017 to September 30, 2018.

- a. Licensee violated Food and Agricultural Code section 11732 by failing to register as a pest control business in San Luis Obispo County prior to operating. On September 6, 2018, the San Luis Obispo CAC completed a headquarters inspection and issued a violation notice to Licensee for violating FAC section 11732 by failing to register as a pest control business prior to operating in the county.

- b. The San Luis Obispo CAC confirmed that Licensee has been registered as a pest control business from 2018 to 2020.
- c. Licensee violated California Code of Regulations, title 3, sections 6627 (monthly summary pesticide use reports) and 6628 (negative pesticide use reports) on sixteen (16) separate occasions in San Luis Obispo County by failing to submit monthly pesticide use reports for the following months: October 2017 to September 2018, January 2020 to April 2020.

Santa Clara County Violations

- (1) On February 21, 2017, Licensee entered into a contract with the Santa Clara Valley Water District to perform pest control for the period between April 1, 2017 to March 31, 2019.
  - a. The Santa Clara CAC confirmed that Licensee has been registered as a pest control business from 2017 to 2020.
  - b. Licensee violated California Code of Regulations, title 3, sections 6627 (monthly summary pesticide use reports) and 6628 (negative pesticide use reports) on fourteen (14) separate occasions in Santa Clara County by failing to submit monthly pesticide use reports for the following months: April 2017 to November 2017, October 2018, July 2019, and January 2020 to April 2020.

Tulare County Violations

- (1) On February 23, 2015, Pestmaster Services of Visalia (Blake Coyne) entered into a contract with U.S. Army Corps of Engineers to perform pest control services. On September 3, 2015, the contract was modified to be with Licensee. The contract terms were to be carried out until November 30, 2019.
  - a. On December 26, 2019, the Tulare CAC issued a Violation Notice to Licensee for violating California Code of Regulations, title 3, sections 6627 (monthly summary pesticide use reports) and 6628 (negative pesticide use reports) for September 2018 and January 2019 to May 2019.
  - b. The Tulare CAC confirmed that Licensee has been registered as a pest control business from 2018 to 2020.
  - c. Licensee violated Food and Agricultural Code section 11732 on three (3) occasions by failing to register as a pest control business prior to operating in Tulare County in 2015, 2016, and 2017.
  - d. Licensee violated California Code of Regulations, title 3, sections 6627 (monthly summary pesticide use reports) and 6628 (negative pesticide use reports) on thirty-five (35) separate occasions in Tulare County by failing to submit monthly pesticide use reports for the following months: September 2015 to December 2015, 2016, 2017 and January 2018 to July 2018.

6. As a result of the above referenced history and violations involving the Licensees, the Department has determined that it will take action to revoke Licensees' licenses or take other measures designed to obtain consistent future compliance with all applicable pesticide laws and regulations. In lieu of the Department bringing a formal licensing and revocation action, the Parties agree by this Stipulated Settlement Agreement to resolve this matter.

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

7. Licensees have carefully read, fully discussed with counsel, and understand the effect of this Stipulated Settlement Agreement.
8. Licensees waive any right to a hearing in this matter under Food and Agricultural Code sections 11708 or 12205, or otherwise, unless the Department decides to proceed with formal revocation proceedings as set forth in Paragraph 12, below.
9. Licensees understand and agree that the violations in Paragraph 5, above, if proven at hearing, constitute cause for imposing discipline upon Licensees. Licensees agree that, at a hearing, the Department would have an opportunity to and could possibly establish a factual basis for the violations in Paragraph 5, above, and Licensees hereby, and in consideration of this stipulated settlement agreement, give up their right to contest those violations.
10. The Department shall take no further action to revoke Licensees' Pest Control Business License (License Nos. 30261 [Main] and 44787 [Branch]) and Jeffery M. Van Diepen's Qualified Applicator License (License No. 98147), identified in paragraphs 2 and 3 above, for the violations set forth in Paragraph 5, above, unless it sets aside this Stipulated Settlement Agreement as provided in Paragraph 12, below.
11. Licensees Pestmaster Services Inc. (License Numbers 30261 [Main] and 44787 [Branch]) and Jeffery M. Van Diepen (License No. 98147) agree to a probationary period of thirty-six (36) months commencing on the effective date of this Stipulated Settlement Agreement. During the probationary period, the Department and County Agricultural Commissioners will continue to monitor Licensees and may conduct headquarter and other inspections in order to confirm Licensees' compliance with the laws and regulations governing the sale, handling and application of pesticides.
12. If, during the thirty-six (36) month probationary period, Licensees are determined by the Department to have committed any new violation of California pesticide laws or regulations under the jurisdiction of the Department or County Agricultural Commissioner (the term "new violation" means a violation allegedly occurring on or after the effective date of this Stipulated Settlement Agreement), or are determined by the Department to have failed to comply with the terms of this Stipulated Settlement Agreement, the Department may confer with Licensees to renegotiate the terms of this Stipulated Settlement Agreement or set aside this Stipulated Settlement Agreement and proceed with formal proceedings to revoke one or more of the licenses identified in paragraphs 2 and 3. Any licensing action may consider the previous violations set forth in Paragraph 5, above.
13. Licensees must comply with all of the terms of any settlement entered into or judgment rendered against Jeffrey Mark Van Diepen and/or Pestmaster Services, Inc. in *The People of the State of California v. Jeffrey Mark Van Diepen and Pestmaster Services, Inc.* (Superior Court of California, County of Sacramento Case No. 34-2019-00254830), filed on April 22, 2019. Failure to satisfy said settlement or judgment shall be deemed a violation of probation.



14. Licensees agree to comply with all state and local laws and regulations relating to pest control activities within the borders of the State of California. Specifically, Licensees agree to register and maintain registration with the county agricultural commissioner in each county in which it conducts pest control operations in the State of California. This includes situations in which Licensees are hired to conduct pest control activities on federal land within the borders of California. Licensees further agree to submit pesticide use reports, negative or otherwise, in accordance with California Code of Regulations, title 3, section 6624 et seq.

15. Licensees shall file quarterly reports with the Department on a form provided by the Department during the entire period of probation, mailed to the Department no later than ten (10) days after the end of each quarter. The quarterly report shall include, among other things, a description of all pest control work conducted by Licensees, broken down by date, type of pesticide work, and county, during that particular quarter within the borders of the State of California, including pest control work on federal land. The first quarterly report shall be due to the Department on or before September 30, 2020. The quarterly reports shall be sent to the following address:

April H. Gatling, Senior Staff Attorney  
Office of Legal Affairs  
Department of Pesticide Regulation  
1001 I Street, P.O. Box 4015  
Sacramento, California 95812-4015

16. Except as expressly provided in this Stipulated Settlement Agreement, nothing in this Stipulated Settlement Agreement is intended nor shall be construed to preclude the Department, County Agricultural Commissioners, or any state, county, or local agency, department, board, or entity from exercising its authority under any law, statute, or regulation. Further, nothing in this Stipulated Settlement Agreement is intended nor shall be construed as a limit on the Department or County Agricultural Commissioners to commence, subject to all applicable statutes of limitations, any future enforcement action against Licensees for violations of any state and local laws and regulations relating to pest control activities within the borders of the State of California, if any, not covered in this Stipulated Settlement Agreement. The parties agree that any known or reasonably knowable violations by Licensees occurring prior to the effective date of this Stipulated Settlement Agreement shall not be grounds to set aside this Stipulated Settlement Agreement. However, in the event Licensees violate any of the terms of this Stipulated Settlement Agreement and the Department proceeds with a formal licensing action against either Licensee, additional violations not covered by Paragraph 5, above, may be used in such formal licensing action.

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

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

19. A decision by the Department to not enforce any provision of this Stipulated Settlement Agreement shall neither be deemed a waiver of the provision, nor in any way affect the validity of this Stipulated Settlement Agreement or the Department's enforcement authority.

20. This Stipulated Settlement Agreement binds the Licensees, their officers, directors, agents, employees, contractors, consultants, receivers, trustees, 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 Stipulated Settlement Agreement.

21. Each Party to this Stipulated Settlement Agreement shall bear its own respective costs and attorneys' fees, including costs of investigation, in connection with this matter and the negotiations leading up to and the preparation of this Stipulated Settlement Agreement. In addition, and in consideration of this Stipulated Settlement Agreement, the Department is giving up its right to seek fines and penalties for the violations alleged in Paragraph 5.

22. If the Attorney General files a civil action to enforce this Stipulated Settlement Agreement, the Licensees will pay all costs of investigating and prosecuting the action, including expert fees, reasonable attorneys' fees, and costs, but only if the Attorney General is the prevailing party in such an action.

23. This Stipulated Settlement Agreement constitutes the entire agreement between the Parties and may only be amended, supplemented, modified, or revoked in writing.

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

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

26. The parties understand and agree that Portable Document Format (PDF) and facsimile copies of this Stipulated Settlement Agreement, including PDF and facsimile signatures thereto, shall have the same force and effect as the originals.


27. The effective date of this Stipulated Settlement Agreement is the date it is signed by the Department.

Executed by:

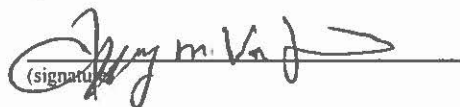


Val Dolcini, Director  
California Department of Pesticide Regulation

on August 06, 2020  
at Sacramento,

  
Jeffrey M. Van Diepen  
QAL License No. 98147

on 8/4/20, 2020  
at Reno, NV (City and State)

  
(signature)

on 8/4/20, 2020

Jeffrey M. Van Diepen (printed name) at Reno, NV (City and State)

President (title)  
for Pestmaster Services, Inc. (PCB License Numbers 30261 [Main] and 44787 [Branch])