

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

In the Matter of Unlawful Sales by

Berry Fresh LLC
19640 S. Rancho Way
Dominguez Hills, CA 90220

SETTLEMENT AGREEMENT
Case No.: 24-003R

Respondent/

This Settlement Agreement (“Agreement”) is entered into by and between the California Department of Pesticide Regulation (“the Department”), and Berry Fresh LLC. (“the Company”), collectively referred to as the Parties.

1. In the course of the Department’s regular inspection and auditing of produce for illegal pesticide residue in California, the department discovered that between May 25, 2023, through September 10, 2023, on 5 separate occasions (involving blackberries), the Company sold or possessed for sale produce in California carrying illegal pesticide residue.

2. The Company admits to violating California Food and Agricultural Code section 12671, which provides that it is unlawful for any person to pack, ship, or sell any produce that carries pesticide residue in excess of the established permissible tolerance.

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

THEREFORE, the Parties agree as follows:

4. The Department shall take no further civil or criminal action against the Company for the actions described in paragraph 1, during the time period specified in paragraph 1, unless it sets aside this Agreement as specified under paragraph 7.

5. The Company shall pay the Department **\$45,000.00** in one lump sum as a civil penalty, by **July 24, 2024**. The payment shall be payable by check **made out to:**

Cashier, Department of Pesticide Regulation

and mailed to:

c/o James M. Cabot, Staff Attorney
Office of Legal Affairs
Department of Pesticide Regulation
1001 I Street, 4th Floor
Sacramento, California 95814

A copy of this agreement shall accompany the check.

6. The Company represents that it will not pack, ship, or sell any produce carrying illegal pesticide residue or pesticide residue in excess of the established permissible tolerance in California after execution of this agreement. **Within 30 Days of this agreement**, the company shall develop implement, and provide the Department with a written description of control measures the Company will take to ensure the Company will not pack, ship, or sell any produce carrying illegal pesticide residue or pesticide residue in excess of the established permissible tolerance in California, and send it to:

Chief Counsel, Legal Office
Department of Pesticide Regulation
1001 I Street, 4th Floor
Sacramento, California 95814

7. The Department may set aside this agreement and proceed with action against the Company for all actions described in paragraph 1 should the Department discover that the Company: (a) did not comply with Paragraph 5 of this agreement; (b) did not provide the Department with the written control measures required under paragraph 6 of this Agreement; or (c) made unlawful sales above and beyond those represented by the Company for purposes of this Agreement.

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 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.

10. 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.

11. This Agreement tolls the statute of limitations relative to any violation covered by paragraph 1 of this Agreement. If the Department sets aside this Agreement, pursuant to paragraph 7, then the Department may take action concerning those violations covered by Paragraph 1

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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:

Julie Henderson for
Julie Henderson, Director
Department of Pesticide Regulation

on July 18, 2024
at Sacramento, California

Cynthia Klein
CYNTHIA KLEIN, VP OF FOOD SAFETY (printed name and title)
for Berry Fresh LLC

on July 11TH, 2024
at Danvers Hills, CA (City and State)