

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

In the Matter of the Accusation Against:

Tri-Cal, Inc.
Pest Control Business-Main, License No. 30596
located at 8770 Highway 25, Hollister,
California, 95023; Pest Control Business -
Branch License No. 38638, located at 1895 Ray
Road, Santa Maria, California, 93458-9716; and
Pest Control Business - Branch License No.
30597 300 E. 5th Street, Camarillo, California,
93010

Respondents.

Case No. 22-001

**STIPULATED SETTLEMENT
AGREEMENT AND DISCIPLINARY
ORDER**

The California Department of Pesticide Regulation ("the Department" or "Complainant") and Tri-Cal, Inc.'s ("TriCal") Pest Control Business-Main ("PCM") License No. 30596, Pest Control Branch ("PCB") License No. 38638, and PCB License No. 30597 ("Respondents" or "Licensees") (collectively "the Parties") enter into this Stipulated Settlement Agreement and Disciplinary Order ("Stipulated Settlement Agreement"), Case No. 22-001. As used herein, collectively as "Respondents" or "Licensees" shall include employees, directors, principals and any subsidiaries or affiliated entities, and their predecessors, successors and assigns.

1. TriCal operates a licensed pest control business under Pest Control License – Main, License No. 30596 ("San Benito Main.") located at 8770 Highway 25, Hollister, California 95023 (primary address) and 8100 Arroyo Circle, Gilroy, California, 95020 (mailing address.) The license was issued initially by the Department on or before January 1, 2006 and has been renewed regularly since then. PCM License No. 30596 will expire on December 31, 2023 unless renewed. PCM License No. 30596 was in full force and effect at all times relevant to this proceeding.

2. TriCal operates a pest control business under Pest Control License – Branch, License No. 30597 located at 300 E. 5th Street, Camarillo, California ("Ventura Branch") and 8100 Arroyo Circle, Gilroy, California, 95020 (mailing address.) The license was issued initially by the Department on or by August 27, 2007 and has been renewed regularly since then. PCB License No. 30597 will expire on December 31, 2023, unless renewed. PCB License No. 30597 was in full force and effect at all times relevant to this proceeding.

3. TriCal operates a pest control business under Pest Control License – Branch, License No. 38638 located at 1895 Ray Road in Santa Maria, California (“Santa Maria Branch”) and 8100 Arroyo Circle, Gilroy, California, 95020 (mailing address.) The license was issued initially by the Department by or on January 1, 2012 and has been renewed regularly since then. PCB License No. 38638 will expire on December 31, 2023 unless renewed. PCB License No. 38638 was in full force and effect at all times relevant to this proceeding.

4. TriCal is represented in this proceeding by attorneys Vicente Blanco and Jonathan Miller whose address is 8100 Arroyo Circle, Gilroy, California, 95020.

JURISDICTION

5. 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 [“Code”] § 11501 et seq.) This includes licensing individuals and companies engaged in pest control under Code sections 11401 et seq. and Title 3 of the California Code of Regulations (“3 CCR”), section 6000 et seq.

6. On November 15, 2022, the Department filed an Accusation against the San Benito Main, Santa Maria Branch and Ventura Branch, attached hereto as Exhibit A, which is incorporated by reference into this document as if fully set forth herein.

FACTUAL FINDINGS

7. The Department finds that, on the following occasions, the San Benito Main violated California pesticide law and its license was subject to discipline per Code section 11708:

- a. **Priority Episode 71-MON-18 (“San Benito Main I”)**: On October 18, 2018, the San Benito Main violated Code, sections 11791, subdivisions (b) and (c), 12793 (six counts), 3 CCR section 6600, subdivisions (b) and (e), 3 CCR section 6614, subdivisions (a), (b)(1), (b)(3) and 3 CCR, section 6406. The facts and circumstances of the violations are described with particularity in Exhibit A, paragraphs 46-62.
- b. **Priority Episode 69-MON-19 (“San Benito Main II”)**: On October 8, 2019, the San Benito Main violated Code, section 11791, subdivisions (b) and (c), 3 CCR, section 6600, subdivisions (b) and (e) and 3 CCR, section 6614, subdivision (b)(1). The facts and circumstances of the violations are described with particularity in Exhibit A, paragraphs 63-72.
- c. **Priority Episode 66-MON-20 (“San Benito Main III”)**: On October 13 and 14, 2020, the San Benito Main violated Code, section 11791, subdivisions (b) and (c), 3 CCR, section 6600, subdivisions (b), (d) and (e) and 3 CCR, section 6614,

subdivisions (b)(1) and (b)(3). The facts and circumstances of the violations are described with particularity in Exhibit A, paragraphs 73-86.

- d. **Priority Episode 02-MON-21 (“San Benito Main IV”)**: On October 17 and October 24, 2020, the San Benito Main violated Code sections 11791, subdivisions (b) and (c) and 12973 (six counts). The facts and circumstances of the violations are described with particularity in Exhibit A, paragraphs 87-96.
- e. **Investigation and Violation Notice 106-27-21-M03B-016 (“San Benito Main V”)**: On September 27, 2021, the San Benito Main violated Code sections 11791, subdivisions (b) and (c) and 12973 (two counts). The facts and circumstances of the violations are described with particularity in Exhibit A, paragraphs 97-101.

8. The Department finds that, on the following occasions, the Santa Maria Branch violated California pesticide law and its license was subject to discipline per Code section 11708:

- a. **Investigation INV-40-20170814-051 and Violation Notice VN-40-2018-0202-005 (“Santa Maria Branch I”)**: Between October 27 and October 28, 2018, the Santa Maria Branch violated Code, sections 11791, subdivisions (b) and (c), and 12793 (eight counts). The facts and circumstances of the violation are described with particularity in Exhibit A, paragraphs 103-111.
- b. **Investigation INV-42-20210818-057, File No. 9-ACP-SB-21/22 (“Santa Maria Branch II”)**: On July 20, 2021, the Santa Maria Branch violated Code, sections 11791, subdivisions (b) and (c) and 12793. The facts and circumstances of the violation are described with particularity in Exhibit A, paragraphs 112-120.
- c. **Investigation INV-42-20210819-059, File No. 11-ACP-SB-21/22 (“Santa Maria Branch III”)**: On August 9, 2021, the Santa Maria Branch violated Code, sections 11791, subdivisions (b) and (c) and 3 CCR section 6738.1, subdivision (f). The facts and circumstances of the violation are described with particularity in Exhibit A, paragraphs 121-127.

9. The Department finds that, on the following occasion, the Ventura Branch violated California pesticide law and its license was subject to discipline per Code section 11708:

- a. **ACP-VEN-20/21-132 (“Ventura Branch Violation”)**: On September 4, 2020 the Ventura Branch violated Code, sections 11791, subdivisions (b) and (c) and 12973 (three counts) and 3 CCR sections 6600, subdivision (b) and section 6614, subdivision (b)(1). The facts and circumstances of the violation are described with particularity in Exhibit A, paragraphs 128-141.

10. The Department finds that Respondent(s) were cited in 40 matters in aggravation. The facts and circumstances of the matters in aggravation are described with particularity in Exhibit A, paragraphs 161-201.

ADVISEMENT AND WAIVERS

11. Respondents have carefully read, fully discussed with counsel, and understand the charges and allegations in the Accusation. Respondents have also carefully read, fully discussed with counsel, and understand the effect of the Stipulated Settlement Agreement.

12. Respondents are fully aware of their legal rights in this matter under Food and Agricultural Code section 11708 and the California Administrative Procedure Act, Chapter 5 (commencing with section 11500), including the right to a hearing on the charges and allegations in the Accusation; the right to confront and cross-examine the witnesses against them; the right to present evidence and testify on their own behalf; the right to the issuance of subpoenas to compel the attendance of witnesses and production of documents; and all other rights accorded by the California Administrative Procedure Act and other applicable laws.

13. Respondents voluntarily, knowingly and intelligently waive and give up each and every right set forth above.

CULPABILITY

14. Respondents understand and agree that the violations as set forth in paragraphs 7, 8 and 9 and above, and the matters in aggravation as set forth in paragraph 10, if proven at hearing, constitute cause for imposing discipline upon Respondents in the form of a license suspension or revocation.

15. For the purpose of resolving this Accusation without the expense and uncertainty of further proceedings, Respondents agree, that, at a hearing, Complainant could establish a factual basis for the charges in the Accusation, and that Respondents hereby give up their right to contest those charges.

16. Respondents agree that PCM License No. 30596, PCB License No. 38638 and PCB License No. 30597 are subject to discipline, and they agree to be bound by the Department's probationary terms as set forth below.

17. This agreement establishes a record of discipline as to Respondents licenses. These violations can and will be considered prior incidents in any and all subsequent disciplinary proceedings brought by the Department.

DISCIPLINARY ORDER

IT IS HEREBY ORDERED THAT:

18. PCM License No. 30596, PCB License No. 38638 and PCB License No. 30597 are SUSPENDED for a period of thirty-six (36) months. However, such suspensions are

STAYED, and Respondents are placed on PROBATION for a period of twenty-four (24) months, unless the Stipulated Settlement Agreement is set aside pursuant to paragraph 24.

19. The Department shall take no further action to suspend PCM License No. 30596, PCB License No. 30597 and PCB License No. 38638 unless the Department decides to set aside this Stipulated Settlement Agreement and proceed with a formal licensing proceeding, as set forth in paragraph 24.

20. The Parties agree that any known or reasonably knowable violations by Respondents 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 Respondents violate any of the terms of this Stipulated Settlement Agreement and the Department proceeds with a formal licensing action against any Licensee, additional violations not covered by paragraphs 7, 8 and 9 and the matters in aggravation as set forth in paragraph 10 above may be used in such formal licensing action.

21. Probationary Terms: Respondents agree to a probationary period of twenty-four (24) months commencing 60 calendar days after the effective date of this Stipulated Settlement Agreement and implemented pursuant to the attached Appendix A, except as to subdivision (b), which shall become operative on the date the Stipulated Settlement Agreement is effective. During the probationary period, Respondents agree to the following:

a. Definitions. As used herein:

- i. “Difficult to Evacuate Sites” are defined as: Pre-K to Grade 12 schools, including outdoor areas associated with schools i.e., playgrounds, gardens and sporting fields, and parking lots associated with schools (collectively “school sites,”) state-licensed daycare centers, nursing homes, assisted living facilities, hospitals, in-patient clinics and prisons, where any portion of the property is located within ¼ mile of the target pesticide treatment area.
- ii. “Sensitive Sites” are defined as: difficult to evacuate sites as defined above, and property which is not under the control of property owner or site operator which is receiving the pesticide treatment, with buildings occupied by people for residential, industrial or commercial purposes, such as, but not limited to, homes (including farmworker housing), places of worship, factories, office buildings and retail stores, where any portion of the property is located within 450 feet of the outer boundary of buffer zone from the target pesticide treatment area.
- iii. “Bystander Areas” are defined as: areas utilized for recreational and wildlife conservation purposes, or areas that are not occupied by people, such as, but not limited to, pedestrian sidewalks, parking lots which are not associated with school sites, playgrounds which are not associated with school sites, state, federal or local parks, recreation wildlife management areas, critical

habitats of rare, endangered or threatened species, species of local concern, or other special status species, groundwater recharge basins, areas defined as Waters of the United States or Waters of the State as defined by federal and state law, including, but not limited to, rivers, lakes, streams and ponds, where any portion of the property is located within 450 feet outside the outer boundary of the buffer zone from the pesticide treatment area.

- b. Obey All Laws: Respondents agree to comply with all state and local laws and regulations relating to pest control activities within the borders of the State of California.
- c. Use of Agricultural Soil Fumigant Pesticides: For each and every agricultural pesticide application to the soil, including applications of any product containing the active ingredients 1,3-D and/or chloropicrin, which occurs during the probationary period, Respondent(s) will do all of the following:
 - i. Prior Notification to the County Agricultural Commissioner and the Department: Respondent(s) will notify, in writing, the local county agricultural commissioner's office where the application will occur and the Department's Office of Legal Affairs, of all pesticide applications subject to this Stipulated Settlement Agreement at least 96 hours in advance of the application, and include in such notice an aerial map identifying, as applicable, the features identified in 20(a)(i)-(iii), and the distances between those features and the treatment area and buffer zones. If the application is postponed, Respondent(s) will submit a notice of intent 12 hours in advance of the application.
 - ii. Observation by the County Agricultural Commissioner and the Department: For any pesticide application for which the local county agricultural commissioner's office or Department notifies the Respondent(s) at least 12 hours in advance of the application or by 5:00 PM the evening prior to the application that a representative of that office or the Department intends to observe the application, Respondents will not conduct the application unless and until the employee(s) is/are present at the application site, or the Department or a representative of that office informs Respondents that Respondents may proceed with the application without observation, or where a representative of that office or Department does not arrive at the application site by 8:00 am.
 - iii. Post-Application Site Monitoring: Respondents will conduct post-application site monitoring for the areas defined in paragraph 21(a)(i)-(iii). Respondents must designate Post-Application Monitor(s) for each application who is/are either the certified applicator supervising the application or handler(s) under his/her supervision, including but not limited to employees of the site owner or operator who have been designated as handlers who are presently qualified and trained pursuant to California Code of Regulations, title 3, sections 6724 (handler training) and 6739 (respiratory protection), are provided with respiratory protection and have full olfactory capabilities, as follows:

- A. From the start of the application until the applicable buffer zone period expires, the Post-Application Site Monitor(s) must: monitor for sensory irritation along the outer boundary of the buffer zone along all buffer zone sides; monitor for sensory irritation and other evidence off-site pesticide movement beginning in the evening on the day of the application and continuing until the buffer zone period expires; and monitor a minimum of eight times during the buffer zone period, including at these periods: one hour before sunset, during the night, one hour after sunrise, and during daylight hours.
 - B. Respondents will implement the Emergency Response Plan detailed in their Fumigant Management Plan immediately if the monitor experiences sensory irritation.
 - C. Respondents will immediately notify the Department and the local county agricultural commissioner's office if sensory irritation or other evidence of off-site pesticide movement is detected.
 - D. Within 72 hours after the conclusion of the post application site monitoring, Respondents will submit a signed statement to the local county agricultural commissioner's office and the Department, on a form mutually agreed-upon by the Parties, certifying under penalty of perjury that all applicable conditions related to the fumigant site monitoring were met and adhered to. The form will include the date, time and location of the site monitoring, name and contact information of the Post-Application Site Monitor(s); certified applicator license number; if the Emergency Response Plan was triggered and what steps were taken; and if any deviations from the applicable conditions related to fumigant site monitoring were observed, describing with specificity all facts observed, including, at a minimum, weather and wind conditions, names and contact information of persons affected, and description and nature of the deviation.
- iv. Pre-Application Neighbor Notification, Difficult to Evacuate Sites and Sensitive Sites:
- A. The certified applicator supervising the application must ensure that the owners, occupiers and / or site operators of difficult to evacuate sites and sensitive sites as defined in paragraph 21(a)(i), (ii) above have been provided with information regarding the pesticide application at least one week (7 days) before the application starts. The information provided must be provided in English and Spanish and must include: the location of the application block; fumigant(s) to

be applied, including the active ingredients, EPA Registration Number and DPR Registration Number of the soil fumigant(s) to be applied; Respondent's contact information; contact information for the property owner or site operator; time period in which the application is planned to take place (must not range more than four weeks); early signs and symptoms of exposure to the fumigant(s) applied; information regarding what to complainants should do, and who to call if they believe that they have been exposed to a pesticide, (911 in most cases); how the public can locate additional information about fumigants and the pesticide use exposure hotline number for the local county agricultural commissioner. The method used to share the information can be accomplished through mailings, door hangers or other methods that will effectively inform the difficult to evacuate site and sensitive site owners, occupiers and / or site operators, and comply with all applicable federal, state and local laws.

B. The map detailing the parties notified will be sent to the local agricultural commissioner and Department no later than 24 hours prior to the start of the application.

- v. Label Directions: Respondents must follow the restrictions and requirements of the current label of the product being applied, regardless of the labeling on the fumigant product. In all cases, the most restrictive requirement(s) must be followed, whether on the label, in regulations, or in permit conditions.
- vi. Tarps: Totally impermeable films ("TIF") tarps are required for all tarped applications by Respondent(s). The tarp name and lot number must be printed on the tarp in a font size equal to 2-3 inches in height and printed at least 1 (one) foot from each edge and at an interval of 20-30 feet along the length of the tarp.
- d. Observation of Chemigation Applications by Qualified Observer: For chemigation applications to the soil, including applications of any product containing the active ingredient 1,3-D and/or chloropicrin, which occurs during the probationary period and includes difficult to evacuate site, sensitive site and bystander area as defined in paragraph 21(a)(i), (ii) and (iii) a person holding a current and valid Qualified Applicator License ("QAL"), Qualified Applicator Certificate ("QAC") or Pest Control Advisor License ("PCA") will observe each chemigation ("Qualified Observer.") Such person should have the means to communicate instantaneously with the certified applicators conducting the application and shall have the authority to require the applicators to immediately cease the application if a violation of law is observed or becomes reasonably likely to occur. Within 72 hours after the application, the Qualified Observer must submit a signed statement to the local

county agricultural commissioner's office and the Department, on a form mutually agreed-upon by the Parties, certifying under penalty of perjury that:

- i. the Qualified Observer was present at the application site during the application;
 - ii. the Qualified Observer monitored the entirety of the application;
 - iii. the Qualified Observer did not observe any violations of law including, but not limited to, pesticide drift onto non-target property or application made in conflict with the registered label;
 - iv. the Qualified Observer received and reviewed the approved NOI for the application;
 - v. the Qualified Observer received and reviewed the map detailing the parties notified, pursuant to paragraph 21(c);
 - vi. all applicable permit conditions related to the application were met and adhered to;
 - vii. the Qualified Observer did not observe any departure from the exercise of due care by the applicator during the application;
 - viii. the name and contact information of the Post-Application Site Monitor(s) as detailed in subdivision (iv); and
 - ix. if departures from due care or violations of law were observed, the Qualified Observer has described with specificity all facts observed, including, at a minimum, weather and wind conditions, names and contact information of persons affected, and description and nature of the violation or departure from due care.
- e. Compliance Coordinator: Respondents must designate a person holding a current QAL, QAC, or PCA License to act as a Compliance Coordinator for each and every Respondent for five (5) years from the date of this Stipulated Settlement Agreement.
- i. The Compliance Coordinator must work with each and every Respondents to detect, prevent and correct deficiencies or violations and submit semi-annual reports to the Department on violations or deficiencies observed and steps

taken to correct such violations or deficiencies. The reports are due within 10 days of the start of each calendar year, beginning the year this Stipulated Settlement Agreement is effective, and six months thereafter. For purposes of this section, “deficiency or violation” means any non-compliance with, or violation of, any pesticide-related requirement documented by a local county agricultural commissioner or other government agency.

- ii. Respondents will provide the local county agricultural commissioner’s office in each county where they are registered and the Department’s Legal Office with the name and direct contact information, including the cell phone, landline phone, email address and physical address, as applicable, for the Compliance Coordinator. This information is due semi-annually: within 10 days of the start of each calendar year, beginning the year this Stipulated Settlement Agreement is effective and six months thereafter. Respondents will additionally notify the Department within two weeks of any change in Compliance Coordinator.

- f. Stewardship Program: Respondents will develop a Stewardship Program to educate fumigant applicators on best practices for fumigation applications. The length, format and topic explored will be developed by Respondents, with input from the Department upon request. Respondents shall be available upon reasonable request to participate in pesticide safety events such as Spray Safe, in coordination with a county agricultural commissioner’s office.

22. Interview and Records: During the probationary period, Respondents shall be available in person upon reasonable request for interviews and the review and copying of records by the Department and local county agricultural commissioner’s either at Respondents’ place of business or other agreed upon location.

23. Inspections and Records: During the probationary period, the Department and county agricultural commissioners will continue to monitor Respondents and may conduct headquarter and other inspections in order to confirm Respondents’ compliance with the laws and regulations governing the sale, handling and application of pesticides. Respondents will make records available for review and copying at the time of such inspections.

24. Violation of Probation: If, during the twenty-four (24) month probationary period, Respondent(s) violates or fails to comply with the terms of probation in any respect, the Director may confer with the violating Respondent to renegotiate the terms of this Stipulated Settlement Agreement as to the Respondent or proceed with formal proceedings against one or more of the licenses identified in paragraphs 1 – 3. A violation or failure to comply with the terms of probation, if proven at hearing, would result in a reinstatement of the suspension described in paragraph 18 above. Once Respondent(s) is/are served with notice of the Director’s intent to set aside the Stay, the Director shall maintain jurisdiction and the period of probation shall be extended at least until final resolution of the matter.

25. Completion of Probation: Upon successful completion of probation, the affected licenses will be fully restored or issued without restriction, if Respondent(s) meet all current requirements for licensure.

26. License Surrender: If any Respondent ceases business operations, Respondent(s) may issue a request in writing to the Director that the Stay be vacated as to that Respondent(s) The Director reserves the right to evaluate the request and to exercise discretion whether to grant or deny the request, or take any other action deemed appropriate or reasonable under the circumstances.

27. Notification (Department of Pesticide Regulation): Notifications and other communications required to be provided to the Department pursuant to this Stipulated Settlement Agreement shall be sent via email as follows:

Daniel Rubin
Chief Counsel
Office of Legal Affairs
Department of Pesticide Regulation
1001 I Street
Sacramento, California 95812
Daniel.Rubin@cdpr.ca.gov

Sara F. Dudley
Staff Attorney
Office of Legal Affairs
Department of Pesticide Regulation
1001 I Street
Sacramento, California 95812
Sara.dudley@cdpr.ca.gov

TriCalPesticideNotification@cdpr.ca.gov

28. Notification (Agricultural Commissioners): Notifications and other communications required to be provided to the local agricultural commissioner's pursuant to this Stipulated Settlement Agreement shall be sent via email to the address on record for each local agricultural commissioner in each county where each Respondent is registered to conduct business.

29. Communication with Respondents: Communication with each and every Respondents shall be as follows:

Vicente "Ben" Blanco
Jonathan Miller
Paul Niday
Tri-Cal, Inc.
8100 Arroyo Circle
Gilroy, California, 95020

jhmillerlaw@gmail.com
bblanco@tricalgroup.com
pniday@trical.com

30. Other Remedies: 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.

31. Entire Understanding: 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.

32. Severability: 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.

33. No Waiver: 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.

34. Binding: This Stipulated Settlement Agreement binds the Respondents, 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.

35. Costs and Fees: Notwithstanding paragraph 37, 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 in the preparation of this Stipulated Settlement Agreement.

36. Fines and Penalties: In consideration of this Stipulated Settlement Agreement, the Department is giving up its right to seek fines and penalties for the violations alleged in paragraphs 7, 8 and 9.

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

38. Jurisdiction: 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.

39. Authority to Enter Agreement: Each person who signs this Stipulated Settlement Agreement affirms their full authority by the Party they represent 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.

40. Format: 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.

ACCEPTANCE

I have carefully read the above Stipulated Settlement Agreement and Disciplinary Order and have fully discussed it with my attorneys, Vicente Blanco and Jonathan Miller. I understand the stipulation and the effect it will have on my PCM License No. 30596, PCB License No. 38638, and PCB License No. 30597. I enter into this Stipulated Settlement Agreement and Disciplinary Order voluntarily, knowingly, and intelligently, and agree to be bound by the Decision and Order of the Director of the California Department of Pesticide Regulation.

DATED: 8-17-2023



TRI-CAL, INC., Respondent
Paul Niday

I have fully read and discussed with Respondent Tri-Cal, Inc. the terms and conditions and other matters contained in the above Stipulated Settlement Agreement and Disciplinary Order. I approve its form and content.

DATED: 7-21-2023



Vicente Blanco, Attorney for Respondent
Jonathan Miller, Attorney for Respondent