

SETTLEMENT AGREEMENT

THIS AGREEMENT is entered into by the United States Department of Agriculture (USDA) Agricultural Marketing Service (AMS) and O3 Animal Health LLC (O3 Animal Health) and any person responsibly connected with O3 Animal Health, collectively referred to as the Parties.

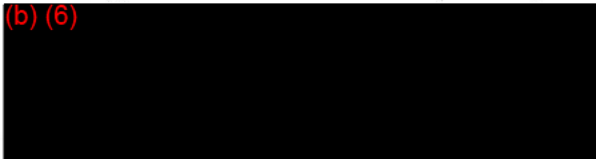
USDA AMS and O3 Animal Health have decided to settle the issues between them related to alleged violations of the Organic Foods Production Act of 1990 (7 U.S.C. §§ 6501 et seq.) (OFPA), and the regulations promulgated thereunder (7 CFR Part 205).

Accordingly, the Parties agree to the following:

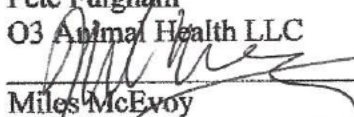
1. The Secretary of Agriculture has jurisdiction in this matter.
2. USDA AMS agrees not to file a formal administrative complaint charging O3 Animal Health with alleged violations of the OFPA and the regulations for any actions disclosed by the investigation that gave rise to this agreement.
3. O3 Animal Health agrees to the following:
 - A. O3 Animal Health LLC has been given the opportunity for a hearing, and waives such hearing and further procedure for the purpose of settling these matters and for such purposes only.
 - B. O3 Animal Health's failure to comply with the terms of this Agreement shall automatically void paragraph number 2 above, and USDA AMS may thereafter institute enforcement proceedings against O3 Animal Health and pursue any and all remedies available under the OFPA and the USDA organic regulations.
 - C. O3 Animal Health agrees to pay a reduced civil penalty of \$500 for alleged violations of the OFPA and the regulations, in full settlement of this matter.
 - D. O3 Animal Health LLC agrees to immediately cease and desist selling, labeling, or representing agricultural products in violation of the OFPA and the USDA organic regulations.

This Agreement shall become effective upon execution by the Parties.

(b) (6)



Pete Pughan
O3 Animal Health LLC


Miles McEvoy
Deputy Administrator, National Organic Program
USDA Agricultural Marketing Service

Date 4/29/2016

Date 5/6/2016



1400 Independence Avenue, S.W.
Room 2648-S, STOP 0268
Washington, D.C. 20250-0268

SETTLEMENT AGREEMENT

THIS SETTLEMENT AGREEMENT is entered into by The United States Department of Agriculture (USDA) Agricultural Marketing Service (AMS), and Bolero Farms, any person responsibly connected with Bolero Farms.

USDA, AMS and Bolero Farms have decided to settle the issues among them related to alleged violations of the Organic Foods Production Act of 1990 (7 U.S.C. §§ 6501 et seq.) (OFPA), and regulations promulgated thereunder (7 CFR §§ 205 et seq.).

Accordingly, the parties agree to the following:

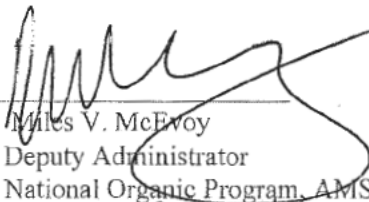
1. The Secretary of Agriculture has jurisdiction in this matter.
2. USDA, AMS agrees not to file a formal administrative complaint charging Bolero Farms with alleged violations of the OFPA and the regulations for any actions disclosed by the investigation which gave rise to this agreement.
3. USDA, AMS agrees to consider a request for reinstatement of organic certification from Bolero Farms upon execution of this settlement agreement.
4. Bolero Farms agrees to the following:
 - A. Bolero Farms has been given the opportunity for a hearing and waives such hearing and further procedure for the purpose of settling this proceeding and for such purposes only.
 - B. Bolero Farms agrees that failure to comply with the settlement agreement shall automatically void number 2 above, and that USDA, AMS may thereafter institute a formal administrative proceeding against Bolero Farms, and pursue any and all remedies available under the OFPA and the regulations.
 - C. Bolero Farms agrees to pay a reduced penalty of \$5,500 in full settlement of this matter.

The NOP will consider the request for reinstatement from Bolero Farms, upon receipt of payment.

(b) (6)



Mr. William Barry
Bolero Farms
Date: 12-8-16


Miles V. McEvoy
Deputy Administrator
National Organic Program, AMS, USDA
Date: 13 Dec 2016

UNITED STATES DEPARTMENT OF AGRICULTURE
AGRICULTURAL MARKETING SERVICE
BEFORE THE ADMINISTRATOR

In re:) **Administrator's Decision**
Seeds of Love Nursery) **APL-007-16**
Lithia, Florida)

This Decision is in response to an appeal (APL-007-16) of a combined Notice of Noncompliance and Proposed Partial Suspension issued to a certified crop operation, Seeds of Love Nursery (Seeds of Love), by its U.S. Department of Agriculture (USDA) accredited certifying agent Quality Certification Services (QCS). The operation was deemed not in compliance with the Organic Foods Production Act of 1990 (Act)¹ and the USDA organic regulations.²

BACKGROUND

The Act authorizes the Secretary to accredit agents to certify crop, livestock, wild crop, and/or handling operations to the USDA organic regulations (7 CFR Part 205). Certifying agents also initiate compliance actions to enforce program requirements. Noncompliance procedures are described in §205.662, Noncompliance procedure for certified operations, of the USDA organic regulations. Persons subject to the Act who believe that they are adversely affected by a noncompliance decision of a certifying agent may appeal such decision to the Administrator of the Agricultural Marketing Service (AMS), United States Department of Agriculture (USDA),

¹ 7 U.S.C. 6501-6522

² 7 C.F.R. Part 205

pursuant to §205.680, Adverse Action Appeals Process – General, and §205.681, Appeals, of the USDA organic regulations.

FINDINGS OF FACT

1. Seeds of Love is an organic crop producer, certified under the USDA organic regulations, located in Lithia, Florida.
2. QCS is an accredited certifying agent under the USDA organic regulations, first accredited on April 29, 2002.
3. On December 22, 2015, QCS issued Seeds of Love a combined Notice of Noncompliance and Proposed Partial Suspension for a portion of its operation, because QCS identified that a soil amendment containing substances prohibited for use in organic crop production had been applied to three (3) acres of its organic blueberry crop, specifically fields (b) (4)
4. On January 12, 2016, AMS received an appeal from Seeds of Love, which was accepted as timely.

DISCUSSION

QCS has issued a combined Notice of Noncompliance and Proposed Partial Suspension to Seeds of Love for three (3) acres of its organic blueberry crop in fields (b) (4) because it applied a soil amendment that contains substances prohibited for use in organic crop production. The prohibited substance application was identified at Seeds of Love's annual on-site inspection. After the inspection, QCS reviewed the soil amendment and confirmed the composition with the input's manufacturer; as a result, QCS issued its combined Notice of Noncompliance and Proposed Partial Suspension.

The effect of a suspension for this action means that no products from the suspended portion of the operation can be sold, labeled, or represented as organic. The suspended fields will be eligible for certification three (3) years after the date of prohibited substance application, which QCS indicated occurred on October 20, 2015.

In its appeal, Seeds of Love does not deny a soil amendment that contains substances prohibited for use in organic crop production was applied to three (3) acres of fields (b) (4) of its organic blueberry plant crop. Seeds of Love indicated applying the product was a mistake, as the label of the product was not properly reviewed after delivery from the manufacturer and before the substance was applied to land. Seeds of Love argued a three-year suspension of these three acres would cause a hardship on the operation, considering that the substance was applied minimally and soil tests could show the prohibited substances were no longer present in the soil. Seeds of Love requested the NOP consider a decreased suspension penalty, or imposing a monetary fine, instead of the full three-year suspension penalty that QCS proposed in its combined Notice of Noncompliance and Proposed Partial Suspension.

The USDA organic regulations are clear regarding the use of prohibited substances on crop land. Any use of prohibited substance, regardless of the reason, source, or hardship endured, declassifies land of its “organic” status and requires a transition period for three years before the harvest of a crop intending to be sold, labeled, or represented as “organic.”

CONCLUSION

Though Seeds of Love submitted a response to support its appeal, the noncompliance leading to the combined Notice of Noncompliance and Proposed Partial Suspension remains unresolved. As a result of applying a soil amendment product that contains substances prohibited

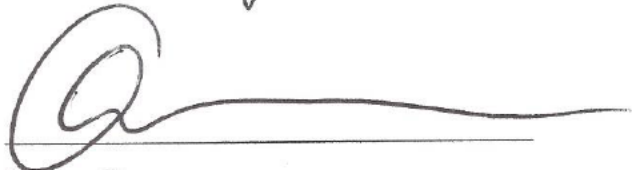
for use in organic crop production, fields (b) (4) of its blueberry crop, three (3) acres, is not yet in full compliance with §205.105, Allowed and prohibited substances..., and, therefore, §205.202(b), Land requirements.

DECISION

The appeal is denied and QCS' combined Notice of Noncompliance and Proposed Partial Suspension is upheld. Seeds of Love Nursery's organic certification is partially suspended for fields (b) (4) three (3) acres, of its blueberry block for three (3) years from the date of substance application, which QCS identified as October 20, 2015.

Attached to this formal Administrator's Decision denying Seeds of Love Nursery's appeal is a Request for Hearing form. Seeds of Love Nursery has thirty (30) days to request an administrative hearing before an Administrative Law Judge.

Done at Washington, D.C., on this 11th
day of may, 2016.



Elanor Starmer
Administrator

UNITED STATES DEPARTMENT OF AGRICULTURE
AGRICULTURAL MARKETING SERVICE
BEFORE THE ADMINISTRATOR

In re:)
Boliviana de Certificacion (Bolicert)) **Administrator's Decision**
La Paz, Bolivia) **APL-026b-15**

This Decision is in response to two appeals APL-026-15 and APL-010-16, filed by Boliviana de Certificacion (Bolicert), a U.S. Department of Agriculture (USDA)-accredited certifying agent. Bolicert appealed Notices of Proposed Suspension of Accreditation from the USDA, Agricultural Marketing Service (AMS), National Organic Program (NOP), which concluded that Bolicert was not in compliance with the Organic Foods Production Act of 1990 (Act)¹ and the USDA organic regulations.²

BACKGROUND

The Act authorizes the Secretary to accredit agents to certify crop, livestock, wild crop, and/or handling operations pursuant to the USDA organic regulations (7 C.F.R. Part 205). Accreditation of certifying agents is done by the NOP, which also initiates compliance actions to enforce program requirements. Noncompliance procedures for certifying agents are set forth in §205.665 of the USDA organic regulations. Persons subject to the Act who believe that they are adversely affected by a noncompliance decision of the NOP may appeal such decision to the AMS Administrator, pursuant to §205.680 and §205.681 of the USDA organic regulations.

¹ 7 U.S.C. 6501-6522

² 7 C.F.R. Part 205

FINDINGS OF FACT

1. Bolicert is currently a USDA-accredited certifying agent, based in La Paz, Bolivia. Bolicert was accredited as a USDA organic certifier on March 13, 2003.
2. On June 16, 2015, the NOP issued Bolicert a Notice of Proposed Suspension due to outstanding noncompliances identified at and following its accreditation renewal inspection. Bolicert appealed the Notice, and AMS accepted the appeal.
3. On February 8, 2016, the NOP issued Bolicert a Notice of Proposed Suspension due to a noncompliance related to annual reporting of certified operations. Bolicert appealed the Notice, and AMS accepted the appeal.
4. On May 24, 2016, Bolicert entered into a settlement agreement with AMS to resolve both Notices and appeals. The settlement included a number of terms that Bolicert agreed to meet; AMS, in turn, agreed not to pursue an administrative process to uphold the Proposed Suspensions. NOP counter-signed the settlement on May 26, 2016.

DISCUSSION

At Bolicert's 2011 mid-term accreditation assessment, required under the USDA organic regulations, the NOP found that Bolicert was not compliant with a number of accreditation requirements. Bolicert was unable to submit acceptable corrective and preventive actions, and on January 4, 2013, the NOP issued a Notice of Proposed Suspension of Accreditation. The Notice was accompanied by a proposed settlement agreement to resolve the Notice, which was executed on January 11, 2013.

Bolicert complied with the terms of the January 11, 2013 settlement agreement, submitting acceptable corrective actions to outstanding noncompliances within 45 days. However, at the 2014 accreditation renewal assessment, NOP noted that two settlement terms

were outstanding, and there were eight (8) new non-compliances. NOP also later identified an additional non-compliance related to an incomplete 2015 annual report submission. Given these outstanding items, the NOP issued a June 16, 2015 Notice of Proposed Suspension of Accreditation. Bolicert appealed this Notice, and AMS accepted the appeal.

NOP issued a second Notice of Proposed Suspension to Bolicert on February 8, 2016. This Notice was issued because Bolicert failed to successfully respond to a January 12, 2016 Notice of Noncompliance, which cited a violation to the USDA organic regulation requirement that each certifying agent submit a complete list of certified operations to the NOP by January 2. Bolicert appealed this Notice, and AMS accepted the appeal.

On May 24, 2016, Bolicert entered into a settlement agreement with AMS to resolve both the June 16, 2015 and February 8, 2016 Notices of Proposed Suspension. In this settlement, AMS agreed not to issue a formal Administrator's Decision charging Bolicert with alleged violations of the OFPA and the USDA organic regulations, if Bolicert agreed to a number of terms. Two of the terms, which Bolicert agreed to in signing the agreement, are as follows.

First, Bolicert agreed to submit corrective and preventive actions for the three outstanding noncompliances that NOP considered still outstanding from the 2014 Renewal Assessment. Bolicert agreed to provide these to NOP within 45 days of signing the agreement.

Second, Bolicert agreed to submit its annual list of certified operations through the Organic INTEGRITY Database, in accordance with NOP 2026 Instruction "Submitting Annual Lists of Certified Operations," no later than January 2 of each year. As subparts to this term, Bolicert further agreed that,

"until all other terms of this settlement are successfully cleared, Bolicert further agrees to add any new clients or changes to existing clients it certifies to the INTEGRITY Database on a monthly basis, beginning the first day of the month following settlement execution. Bolicert agrees that it will notify its Accreditation

Manager via email on the first day of each month when it has completed its monthly submission of new clients or existing clients it certifiers to the INTEGRITY database; OR Bolicert will notify its Accreditation Manager that it does not have any changes this month.”

As of September 2, 2016, Bolicert has met neither of these terms. In the 90 days since Bolicert signed the settlement agreement, Bolicert did not submit any corrective actions to NOP. Further, Bolicert has made no changes to the Organic Integrity Database, and has not informed its Accreditation Manager that it had or had no changes to its list of certified operations at the start of June, July, August, or September 2016 (4 months since signing the settlement).

CONCLUSION

In conclusion, Bolicert has failed to comply with terms in the settlement agreement it signed on June 24, 2016. As such, AMS is issuing this Administrator’s Decision denying Bolicert’s appeals of the June 16, 2015 and February 8, 2016 Notices of Proposed Suspension. This step is allowed for by the settlement agreement signed by Bolicert, which states: “If Bolicert breaks the settlement terms, Bolicert agrees that the USDA, AMS may thereafter pursue an administrative hearing process.” In breaking its settlement agreement with AMS, Bolicert has demonstrated an inability or unwillingness to comply with the requirements associated with serving as a USDA-accredited certifying agent.

DECISION

Bolicert’s organic accreditation is to be suspended in full for one (1) year. Attached to this formal Administrator’s Decision is a Request for Hearing form. Bolicert has 30 days to request an administrative hearing before an Administrative Law Judge. If Bolicert does not request a hearing in that period, this Decision will be implemented and the NOP will suspend Bolicert’s organic accreditation.

In accordance with §205.665(g)(1) of the USDA organic regulations, “A certifying agent whose accreditation is suspended by the Secretary under this section may at any time, unless otherwise stated in the notification of suspension, submit a request to the Secretary for reinstatement of its accreditation. The request must be accompanied by evidence demonstrating correction of each noncompliance and corrective actions taken to comply with and remain in compliance with the Act and the regulations in this part.”

Done at Washington, D.C., on this 7th
day of October, 2016.



Elanor Starmer
Administrator



1400 Independence Avenue, SW.
Room 2648-S, STOP 0268
Washington, DC 20250-0268

Settlement Agreement

THIS SETTLEMENT AGREEMENT is entered into by the United States Department of Agriculture (USDA) Agricultural Marketing Service (AMS), and El Sol Food, and any person responsibly connected with El Sol Foods.

USDA, AMS and El Sol Foods have agreed to compromise and settle the issues among them related to alleged violations of the Organic Foods Production Act of 1990 (7 U.S.C. §§ 6501 et seq.) (OFPA), and regulations promulgated thereunder (7 C.F.R. part 205).

Accordingly, the parties agree to the following:

1. The Secretary of Agriculture has jurisdiction in this matter.
2. USDA, AMS agrees not to file a formal administrative complaint charging El Sol Foods with alleged violations of the OFPA and the regulations for any actions disclosed by the investigation which gave rise to this agreement.
3. El Sol Foods agrees to the following:
 - A. El Sol Foods has been given the opportunity for a hearing and waives such hearing and further procedure for the purpose of settling this proceeding and for such purposes only.
 - B. El Sol Foods agrees that failure to comply with the settlement agreement shall automatically void paragraph 2 above, and that USDA, AMS may thereafter institute a formal administrative proceeding against El Sol Foods, and pursue any and all remedies available under the OFPA and the regulations promulgated thereunder.
 - C. El Sol Foods will cease and desist from violating the USDA organic regulations and specifically, from selling, labeling or representing agricultural products as organically produced or handled, in violation of the USDA organic regulations.
 - D. El Sol Foods agrees to pay a total civil penalty of \$11,000 in full settlement of this matter.

(b) (6) _____ ve upon receipt of payment.

Date: 10-26-16

Sergio Rodriguez (b) Ryan Bullock
El Sol Foods

Date: 11-17-16

Miles McEvoy
Deputy Administrator, National Organic Program
USDA, AMS



1400 Independence Ave. SW
Room 2642 - South, STOP 0268
Washington, D.C. 20250

Settlement Agreement

THIS SETTLEMENT AGREEMENT is entered into by the United States Department of Agriculture (USDA) Agricultural Marketing Service (AMS), and Boliviana de Certificacion (Bolicert).

USDA, AMS and Bolicert have decided to compromise and settle the issues among them related to alleged violations of the Organic Foods Production Act of 1990 (7 U.S.C. §§ 6501 et seq.) (OFPA) and the USDA organic regulations (7 CFR Section 205).

Accordingly, the parties agree to the following:

1. The Secretary of Agriculture has jurisdiction in this matter.
2. USDA, AMS agrees not to issue a formal Administrator's Decision charging Bolicert with alleged violations of the OFPA and the USDA organic regulations for any actions disclosed by the investigation which gave rise to this agreement.
3. Bolicert admits to the following:
 - A. The National Organic Program issued Bolicert, located in La Paz, Bolivia, two Notices of Proposed Suspension on June 16, 2015 and December 22, 2015. Bolicert was given the opportunity to appeal the Notices, and this Settlement addresses both Notices.
 - B. Bolicert has been given the opportunity to consult with legal counsel regarding this Settlement, is executing this agreement of its own free will, and understands and accepts the terms of this Settlement.
 - C. No alteration or variation of the terms of this Settlement shall be valid unless made in writing and signed by both parties.
 - D. Bolicert withdraws its appeals and waives further appeal rights in this matter. Failure to comply with the settlement agreement shall automatically void paragraph 2 above.
 - E. If Bolicert breaks the settlement terms, Bolicert agrees that USDA, AMS may thereafter pursue an administrative hearing process.
4. Bolicert agrees to the following actions:
 - A. Within 45 days of signing this agreement, Bolicert agrees to submit corrective and preventive actions for each of the following outstanding noncompliances from the 2014 Renewal Assessment:

(b) (6)

- a. NP4350LCA.NC2, Part 1 – *“Bolicert has incomplete policies and procedures for determining external sampling of grower group units to include units that present the greatest risks of noncompliance (NOP PM 11-10).”* The corrective actions Bolicert included with its appeal did not address this part of the noncompliance.
 - b. NP4350LCA.NC4 – *“Bolicert is not issuing operations proposed adverse actions if the operations fail to meet noncompliance notification deadlines for submitting corrective actions or rebuttals. In some cases reviewed by the auditor, Bolicert has not implemented any action for over one year and the issued noncompliances remain outstanding.”* The corrective action Bolicert submitted with its appeal for this noncompliance was accepted; however, Bolicert did not include a preventive action plan to ensure the noncompliances do not reoccur.
 - c. NP4350LCA.NC7 – *“Bolicert requires operations to comply with additional requirements not listed in the USDA organic regulations. BOLICERT requires operations that maintain wholesale labels to comply with retail label requirement provisions by requiring the name of the processor and the certifying agent (§205.303(b)(2)). Other examples identified during the audit are BOLICERT’s requiring operations to train their employees on the handling of organic products and requiring organic signage postings in all-organic processing facilities.”* The corrective actions Bolicert submitted with its appeal did not address this noncompliance.
- B. Bolicert agrees to submit its annual list of certified operations through the Organic INTEGRITY Database, in accordance with NOP 2026 Instruction “Submitting Annual Lists of Certified Operations,” no later than January 2 of each year.
- a. Until all other terms of this settlement are successfully cleared, Bolicert further agrees to add any new clients or changes to existing clients it certifies to the INTEGRITY Database on a monthly basis, beginning the first day of the month following settlement execution.
 - b. Bolicert agrees that it will notify its Accreditation Manager via email on the first day of each month when it has completed its monthly submission of new clients or existing clients it certifiers to the INTEGRITY database; OR Bolicert will notify its Accreditation Manager that it does not have any changes this month.
- C. Bolicert agrees it will provide a native English speaker who is fluent in Spanish at all future NOP site evaluations to ensure adequate translation needs are met. (b) (6)
- D. Within thirty (30) days of signing this agreement, Bolicert agrees that it will have on file and properly distribute to its staff Spanish-language versions of the USDA organic regulations and the Program Handbook.
- E. Bolicert agrees that it will send at least one (1) staff member to the NOP’s Annual Training for Accredited Certifying Agents, which is typically held in January or February of each year in the United States. Bolicert agrees to hold training to review material from the NOP Annual Training for Accredited Certifying Agents with its staff within thirty (30) days of each session.



1400 Independence Ave. SW
Room 2642 - South, STOP 0268
Washington, D.C. 20250

- F. Bolicert agrees to undergo an additional site evaluation, conducted at Bolicert's expense, within twelve (12) months of signing this agreement.
- a. Bolicert agrees that the site evaluation will be focused on the following accreditation areas: adverse action management, grower group certification, and staff training and competencies in administering an accreditation program.
 - b. Bolicert will be given one opportunity to respond to any non-compliances resulting from the on-site evaluation. Failure to resolve any outstanding non-compliances in a timely manner with effective corrective and preventive action plans will constitute a breaking of the settlement agreement, and, AMS will initiate an administrative hearing process to suspend Bolicert's accreditation to the National Organic Program.

This agreement will become effective upon the appellant's signature below.

(b) (6)

[Redacted signature area]

Carmen Mu (b) (6) (b) (6)
Bolicert

Miles V. McEvoy
Deputy Administrator, National Organic Program
USDA, AMS

Date: 24-05-2016



Date: 26 May 2016



1400 Independence Ave. SW
Room 2642 - South, STOP 0268
Washington, D.C. 20250

Settlement Agreement

THIS SETTLEMENT AGREEMENT is entered into by the United States Department of Agriculture (USDA) Agricultural Marketing Service (AMS), and Ecological Farming Control Organization (ETKO).

USDA, AMS, the National Organic Program (NOP), and ETKO have decided to compromise and settle the issues among them related to alleged violations of the Organic Foods Production Act of 1990 (7 U.S.C. §§ 6501 et seq.) (OFPA) and the USDA organic regulations (7 CFR Section 205).

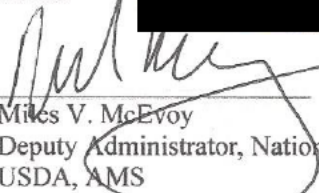
Accordingly, the parties agree to the following:

1. The Secretary of Agriculture has jurisdiction in this matter.
2. USDA, AMS agrees not to issue a formal Administrator's Decision charging ETKO with alleged violations of the OFPA and the USDA organic regulations for any actions disclosed by the investigation which gave rise to this agreement.
3. USDA, AMS and ETKO admit to the following:
 - A. NOP issued a December 22, 2015 Notice of Proposed Suspension of Accreditation to ETKO in Bornova, Izmir, Turkey. ETKO was given the opportunity to appeal the Notice, and this Settlement addresses this Notice.
 - B. ETKO has been given the opportunity to consult with legal counsel regarding this Settlement, is executing this agreement of its own free will, and understands and accepts the terms of this Settlement.
 - C. No alteration or variation of the terms of this Settlement shall be valid unless made in writing and signed by both parties.
4. USDA, AMS, NOP agrees to the following actions:
 - A. NOP agrees to withdraw its Notice of Proposed Suspension of Accreditation.
 - B. Upon execution of this settlement, the NOP agrees to accept ETKO's corrective and preventive actions submitted in response to the NOP's May 13, 2015 Notice of Noncompliance.
5. ETKO agrees to the following actions:
 - A. ETKO agrees to a site-evaluation at ETKO's expense, in accordance with 7 CFR Parts 205.508(b) and 205.640(a), within twelve (12) months of signing this settlement agreement.

- a. ETKO agrees that the site-evaluation will focus on verifying implementation of the corrective and preventive actions that ETKO submitted in response to the NOP's May 13, 2015 Notice of Noncompliance.
 - b. ETKO agrees that the site-evaluation will also review nonconformances issued by international accreditation bodies that resulted in the conditional losses of accreditation to the ISO 17065 Standard, the Canadian Food Inspection Agency's Canada Organic Regime, and the European Union Commission's 3rd country recognition as a certifying body, as well as corresponding corrective and preventive actions implemented to address nonconformances.
- B. ETKO agrees that any noncompliance identified at the site-evaluation may result in future adverse action from USDA, AMS, NOP.
- C. ETKO agrees that failure to meet settlement terms above may result in future noncompliance procedures and possible adverse action from USDA, AMS, NOP.

This agreement will become effective upon the appellant's signature below.

(b) (6)
Dr. Mustafa (b) (6)
ETKO


Miles V. McEvoy
Deputy Administrator, National Organic Program
USDA, AMS



Date: April 01, 2016

Date: 6 April 2016



1400 Independence Ave. SW
Room 2642 - South, STOP 0268
Washington, D.C. 20250

Settlement Agreement

THIS SETTLEMENT AGREEMENT is entered into by the United States Department of Agriculture (USDA) Agricultural Marketing Service (AMS), and Mr. Citrus Organics and Vegetables (Mr. Citrus).

USDA, AMS and Mr. Citrus have decided to compromise and settle the issues among them related to alleged violations of the Organic Foods Production Act of 1990 (7 U.S.C. §§ 6501 et seq.) (OFPA) and the USDA organic regulations (7 CFR Section 205).

Accordingly, the parties agree to the following:

1. The Secretary of Agriculture has jurisdiction in this matter.
2. USDA, AMS agrees not to issue a formal Administrator's Decision charging Mr. Citrus with alleged violations of the OFPA and the USDA organic regulations for any actions disclosed by the investigation which gave rise to this agreement.
3. Mr. Citrus admits to the following:
 - A. Accredited Certifying Agent Quality Certification Services (QCS) issued an October 13, 2015, Combined Notice of Noncompliance and Proposed Partial Suspension to Mr. Citrus in Arcadia, Florida. Mr. Citrus was given the opportunity to appeal the Notice and this Settlement addresses this Notice.
 - B. Mr. Citrus has been given the opportunity to consult with legal counsel regarding this Settlement, is executing this settlement of its own free will, and understands and accepts the terms of this Settlement.
 - C. No alteration or variation of the terms of this Settlement shall be valid unless made in writing and signed by both parties.
 - D. Mr. Citrus agrees that failure to comply with the settlement agreement shall automatically void paragraph 2 above, and that USDA, AMS may thereafter reinstate the current administrative process.
4. Mr. Citrus agrees to the following:
 - A. On January 20, 2016, Mr. Citrus surrendered its organic certification with QCS. If Mr. Citrus applies for organic certification again in the future, Mr. Citrus agrees to provide a full list of materials with their intended uses as part of the application package.
 - B. If Mr. Citrus is granted organic certification in the future, Mr. Citrus agrees it will not use any substances on its land without gaining written approval from its certifying agent to use

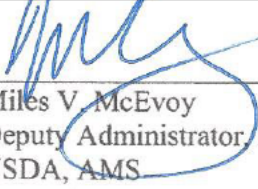
the substance. Any requests for material use must include the specific purpose for which the substance will be used.

This agreement will become effective upon the appellant's signature below.

(b) (6)
[Redacted]
(b) (6)

Date: 6-27-2016

Vegetables



Miles V. McEvoy
Deputy Administrator, National Organic Program
USDA, AMS

Date: 6/27/2016

PROPOSED SETTLEMENT AGREEMENT
APL-003-16



1400 Independence Ave. SW
Room 2642 - South, STOP 0268
Washington, D.C. 20250

Settlement Agreement

THIS SETTLEMENT AGREEMENT is entered into by the United States Department of Agriculture (USDA) Agricultural Marketing Service (AMS), and Organización Internacional Agropecuaria (OIA).

USDA, AMS, the National Organic Program (NOP) and OIA have decided to compromise and settle the issues among them related to alleged violations of the Organic Foods Production Act of 1990 (7 U.S.C. §§ 6501 et seq.) (OFPA) and the USDA organic regulations (7 CFR Section 205).

Accordingly, the parties agree to the following:

1. The Secretary of Agriculture has jurisdiction in this matter.
2. USDA, AMS agrees not to issue a formal Administrator's Decision charging OIA with alleged violations of the OFPA and the USDA organic regulations for any actions disclosed by the investigation which gave rise to this agreement.
3. OIA admits to the following:
 - A. The NOP issued a December 22, 2015 Notice of Proposed Suspension to OIA in Buenos Aires, Argentina. OIA was given the opportunity to appeal the Notice, and this Settlement addresses this Notice.
 - B. OIA has been given the opportunity to consult with legal counsel regarding this Settlement, is executing this agreement of its own free will, and understands and accepts the terms of this Settlement.
 - C. No alteration or variation of the terms of this Settlement shall be valid unless made in writing and signed by both parties.
4. USDA, AMS, NOP agrees to the following actions:
 - A. NOP agrees to withdraw its December 22, 2015 Notice of Proposed Suspension of Accreditation.
 - B. Upon execution of this settlement, the NOP agrees to accept OIA's corrective and preventive actions submitted in response to the NOP's June 5, 2015 Notice of Noncompliance.
5. OIA agrees to the following actions:
 - A. OIA agrees to provide the NOP with a list of all staff that complete materials reviews and organic processed product reviews (for "100% organic," "organic," and "made with

organic**** products), a resume for each of these individuals, and a description of how the education, training, and/or experience of each individual qualifies them for the material reviewer and organic processed product reviewer roles.

- B. OIA agrees that each staff member involved in materials reviews and organic processed product reviews will attend a minimum of 4 hours of training (face-to-face or webinar) per year on materials related topics for the next two years. Examples may include but are not limited to training from IOIA, OMRI, and/or NOP.
1. OIA agrees to provide NOP with a list of planned training sessions, including content agendas:
 - A. At least 90 days for internal trainings (those planned and provided by OIA); and
 - B. As soon as they are available for external trainings (those planned and provided by external sources).
 2. OIA agrees that NOP reserves the right to deny OIA's training plan, if it is inadequate to meet training needs.
 3. Within 30 days of the training, OIA must provide a summary of each training conducted or attended, and evidence that materials review and organic processed product review staff completed the training.
- C. OIA agrees to one additional desk audit, at OIA's expense and in addition to its standard accreditation audits, in the next two years. The additional desk audit will focus on reviewing OIA's material review determinations and product composition approvals to confirm that decisions have been made in compliance with the USDA organic regulations and NOP Handbook, and to assess whether OIA has fully complied with the terms of this settlement agreement.
- D. OIA agrees that any noncompliance identified at the desk audit may result in future adverse action from USDA, AMS, NOP.
- E. OIA agrees that failure to meet settlement terms above may result in future noncompliance procedures and possible adverse action from USDA, AMS, NOP.

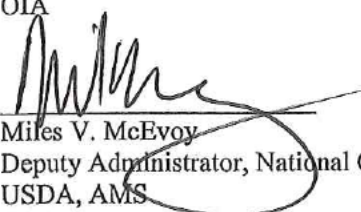
(b) (6) _____ come effective upon the appellant's signature below.

Date: 05/30/16

(b) (6)

Pe Landa
OIA

Date: 1 June 2016


Miles V. McEvoy
Deputy Administrator, National Organic Program
USDA, AMS



1400 Independence Ave. SW
Room 2648 - South, STOP 0268
Washington, D.C. 20250

Settlement Agreement

THIS SETTLEMENT AGREEMENT is entered into by the United States Department of Agriculture (USDA) Agricultural Marketing Service (AMS), and Get Fresh Sales.

USDA, AMS and Get Fresh Sales have decided to compromise and settle the issues among them related to alleged violations of the USDA organic regulations (7 CFR Section 205).

Accordingly, the parties agree to the following:

1. The Secretary of Agriculture has jurisdiction in this matter.
2. USDA, AMS agrees not to issue a formal Administrator's Decision charging Get Fresh Sales with alleged violations of the USDA organic regulations for any actions disclosed by the investigation which gave rise to this agreement.
3. Get Fresh Sales admits to the following:
 - A. The National Organic Program issued a June 29, 2015 Notice of Proposed Suspension to Get Fresh Sales in Las Vegas, Nevada. Get Fresh Sales was given the opportunity to appeal the Notice, and this Settlement addresses this Notice.
 - B. Get Fresh Sales has been given the opportunity to consult with legal counsel regarding this Settlement, is executing this agreement of its own free will, and understands and accepts the terms of this Settlement.
 - C. No alteration or variation of the terms of this Settlement shall be valid unless made in writing and signed by both parties.
 - D. Get Fresh Sales withdraws its appeal and waives further appeal rights in this matter. Failure to comply with the settlement agreement shall automatically void paragraph 2 above. If Get Fresh Sales breaks the settlement terms, USDA, AMS may pursue an administrative hearing process.
4. Get Fresh Sales agrees to the following actions:
 - A. Get Fresh Sales agrees to inform its certifier of any changes and/or updated contact information for primary staff contacts with respect to its organic certification within 5 days of the staffing change.

B. Get Fresh Sales agrees to implement a process for ensuring that communications from its certifier and the NOP are accessible and monitored in the event of a change in certification staff. Get Fresh Sales agrees to provide a description of this process to its current certifier, CCOF, within 30 days of signing this settlement agreement.

(b) (6)
This [redacted]
Ma
Get Fresh Sales

Get Fresh Sales's signature below.

Date: 8-26-16

grief Tueds for MVM
Miles V. McEvoy
Deputy Administrator, National Organic Program
USDA, AMS

Date: 8-30-16



1400 Independence Ave. SW
Room 2648 - South, STOP 0268
Washington, D.C. 20250

Settlement Agreement

THIS SETTLEMENT AGREEMENT is entered into by the United States Department of Agriculture (USDA) Agricultural Marketing Service (AMS), and Daniel Yoder.

USDA, AMS and Daniel Yoder have decided to compromise and settle the issues among them related to alleged violations of the Organic Foods Production Act of 1990 (7 U.S.C. §§ 6501 et seq.) (OFPA) and the USDA organic regulations (7 CFR Section 205).

Accordingly, the parties agree to the following:

1. The Secretary of Agriculture has jurisdiction in this matter.
2. USDA, AMS agrees not to issue a formal Administrator's Decision charging Daniel Yoder with alleged violations of the OFPA and the USDA organic regulations for any actions disclosed by the investigation which gave rise to this agreement.
3. Daniel Yoder admits to the following:
 - A. On September 24, 2014, MOSA issued Yoder a Combined Notice of Noncompliance and Proposed Suspension. Mr. Yoder was given the opportunity to, and did appeal the Notice. This settlement addresses that Notice.
 - B. Daniel Yoder has been given the opportunity to consult with legal counsel regarding this Settlement, is executing this agreement of its own free will, and understands and accepts the terms of this Settlement.
 - C. No alteration or variation of the terms of this Settlement shall be valid unless made in writing and signed by both parties.
 - D. Daniel Yoder withdraws his appeal and waives further appeal rights in this matter. Failure to comply with the settlement agreement shall automatically void paragraph 2 above. If Mr. Yoder breaks the settlement terms, USDA, AMS may thereafter pursue an administrative hearing process.
4. Daniel Yoder agrees to the following actions:
 - A. Daniel Yoder agrees to a suspension of the following fields; there are ten (10) total fields and 13.8 total acres. Field numbers are consistent with Yoder's 2014 annual update for organic certification and Organic Systems Plan. Fields below will be eligible for certification on July 10, 2016.

(b) (4)

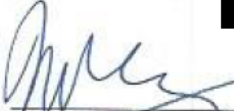
- B. Daniel Yoder agrees to pay a reduced civil penalty of \$1,000. In the event that Mr. Yoder is not able to pay the amount in full, installment payments may be arranged.
- C. Daniel Yoder agrees to one unannounced inspection over the next two (2) years by its certifying agent in addition to its annual inspection. This unannounced inspection will be paid for by Daniel Yoder.

This agreement will become effective upon execution.

(b) (6)

Daniel Yoder (b) (6)

Date: 8-26-15



Miles V. McEvoy
Deputy Administrator, National Organic Program
USDA, AMS

Date: 9/9/2015

We made a copy of all 4 sheets that are enclosed in this envelope

* I don't know where this error occurred but it was only $\frac{1}{2}$ acre.

✓ Beings that funds are in tight supply at this time we propose to pay $\frac{1}{2}$ of the amount now and the other $\frac{1}{2}$ on Jan 1-2016 which is 4 months from now. If this is not acceptable we want to know. Daniel Yoder



1400 Independence Ave. SW
Room 2642 - South, STOP 0268
Washington, D.C. 20250

Settlement Agreement

THIS SETTLEMENT AGREEMENT is entered into by the United States Department of Agriculture (USDA) Agricultural Marketing Service (AMS), and Aloha Organic Fruit.

USDA, AMS and Aloha Organic Fruit have decided to compromise and settle the issues among them related to alleged violations of the Organic Foods Production Act of 1990 (7 U.S.C. §§ 6501 et seq.) (OFPA) and the USDA organic regulations (7 CFR Section 205).

Accordingly, the parties agree to the following:

1. The Secretary of Agriculture has jurisdiction in this matter.
2. USDA, AMS agrees not to issue a formal Administrator's Decision charging Aloha Organic Fruit with alleged violations of the OFPA and the USDA organic regulations for any actions disclosed by the investigation which gave rise to this agreement.
3. Aloha Organic Fruit admits to the following:
 - A. Accredited Certifying Agent Colorado Department of Agriculture issued a December 2, 2015 Combined Notice of Noncompliance and Proposed Suspension to Aloha Organic Fruit in Palisade, Colorado. Aloha Organic Fruit was given the opportunity to appeal the Notice, and this Settlement addresses this Notice.
 - B. Aloha Organic Fruit has been given the opportunity to consult with legal counsel regarding this Settlement, is executing this agreement of its own free will, and understands and accepts the terms of this Settlement.
 - C. No alteration or variation of the terms of this Settlement shall be valid unless made in writing and signed by both parties.
 - D. Aloha Organic Fruit withdraws its appeal and waives further appeal rights in this matter. Failure to comply with the settlement agreement shall automatically void paragraph 2 above. If Aloha Organic Fruit breaks the settlement terms, USDA, AMS may thereafter pursue an administrative hearing process.
4. Aloha Organic Fruit agrees to the following actions:
 - A. Aloha Organic Fruit agrees to make records available for inspection and copying during normal business hours by authorized representatives of the certifying agent at annual and unannounced on-site inspections.

B. Within 10 days of settlement execution, Aloha Organic Fruit agrees to:

- a. Cease and desist selling uncertified products labeled with the "Aloha Organic Fruit" brand name, such as honey and salsas, shown on the company website;
- b. Remove the product pictures from its company website for uncertified products labeled with the "Aloha Organic Fruit" brand name, such as honey and salsas;
- c. Alternatively, Aloha Organic Fruit may submit documentation that verifies the honey and salsas labeled with the "Aloha Organic Fruit" brand name are certified organic.
- d. Remove the USDA organic seal from company website pages associated with any uncertified products (honey, salsas, coffee, tea, jams, fruit syrups).

This agreement will become effective upon the appellant's signature below.

(b) (6)

Steven Sherer
Owner
Aloha Organic Fruit

Date: 8-29-16

grip Tuedor FORMAN

Miles V. McEvoy
Deputy Administrator, National Organic Program
USDA, AMS

Date: 8-30-16



1400 Independence Ave. SW
Room 2642 - South, STOP 0268
Washington, D.C. 20250

Settlement Agreement

THIS SETTLEMENT AGREEMENT is entered into by the United States Department of Agriculture (USDA) Agricultural Marketing Service (AMS), and Robert Horstmann, d/b/a R&R Dairy (R&R DAIRY).

USDA, AMS, the National Organic Program (NOP), and R&R DAIRY have decided to compromise and settle the issues among them related to alleged violations of the Organic Foods Production Act of 1990 (7 U.S.C. §§ 6501 et seq.) (OFPA) and the USDA organic regulations (7 CFR Section 205).

Accordingly, the parties agree to the following:

1. The Secretary of Agriculture has jurisdiction in this matter.
2. USDA, AMS agrees not to issue a formal Administrator's Decision charging R&R DAIRY with alleged violations of the OFPA and the USDA organic regulations for any actions disclosed by the investigation which gave rise to this agreement.
3. USDA, AMS and R&R DAIRY admit to the following:
 - A. MOSA Certified Organic issued a January 4, 2016 Notice of Proposed Suspension to R&R DAIRY in Wadena, Minnesota. R&R DAIRY was given the opportunity to appeal the Notice, and this Settlement addresses this Notice.
 - B. R&R DAIRY has been given the opportunity to consult with legal counsel regarding this Settlement, is executing this agreement of its own free will, and understands and accepts the terms of this Settlement.
 - C. No alteration or variation of the terms of this Settlement shall be valid unless made in writing and signed by both parties.
 - D. R&R DAIRY withdraws its appeal and waives further appeal rights in this matter. Failure to comply with the settlement agreement shall automatically void paragraph 2 above. If R&R DAIRY breaks the settlement terms, USDA, AMS may thereafter pursue an administrative hearing process.
4. R&R DAIRY agrees to the following actions:
 - A. Within 45 days of executing this agreement, R&R DAIRY agrees to provide to its certifying agent evidence that it has established records sufficient to preserve the identity of all organically managed animals produced on its operation, in accordance with §205.236(c).

- B. Within 45 days of executing this agreement, R&R DAIRY agrees to provide to its certifying agent an updated Organic System Plan to reflect that records are maintained for each organic activity conducted, including how it preserves the identity of its organically managed animals. R&R DAIRY agrees to do this for each on-farm activity it conducts for both livestock (dairy) and crop scopes of certification.
- C. R&R DAIRY agrees to one (1) unannounced inspection within the next two (2) years at its expense. The unannounced inspection will include a review of records described in the Organic System Plan.

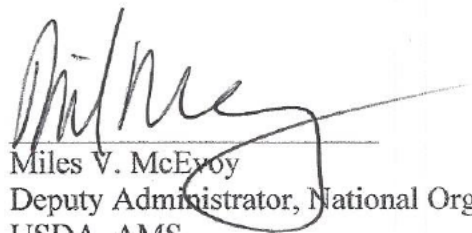
This agreement will become effective upon the appellant's signature below.

(b) (6)

[Redacted signature area]

Date: 8-6-16

Robert Horstmann, Appellant and Owner
R&R DAIRY


Miles V. McEyoy
Deputy Administrator, National Organic Program
USDA, AMS

Date: 12 Aug 2016



1400 Independence Ave. SW
Room 2648 - South, STOP 0268
Washington, D.C. 20250

Settlement Agreement

THIS SETTLEMENT AGREEMENT is entered into by the United States Department of Agriculture (USDA) Agricultural Marketing Service (AMS), and Chicory USA, LLC, (Chicory)

USDA, AMS and Chicory have decided to compromise and settle the issues among them related to alleged violations of the USDA organic regulations (7 CFR Section 205).

Accordingly, the parties agree to the following:

1. The Secretary of Agriculture has jurisdiction in this matter.
2. USDA, AMS agrees not to issue a formal Administrator's Decision charging Chicory with alleged violations of the USDA organic regulations for any actions disclosed by the investigation which gave rise to this agreement.
3. Chicory admits to the following:
 - A. The National Organic Program issued a March 9, 2016 Notice of Proposed Suspension to Chicory in Scottsbluff, Nebraska. Chicory was given the opportunity to appeal the Notice, and this Settlement addresses this Notice.
 - B. Chicory has been given the opportunity to consult with legal counsel regarding this Settlement, is executing this agreement of its own free will, and understands and accepts the terms of this Settlement.
 - C. No alteration or variation of the terms of this Settlement shall be valid unless made in writing and signed by both parties.
 - D. Chicory withdraws its appeal and waives further appeal rights in this matter. Failure to comply with the settlement agreement shall automatically void paragraph 2 above. If Chicory breaks the settlement terms, USDA, AMS may pursue an administrative hearing process.
4. Chicory agrees to the following actions:
 - A. Chicory agrees to a suspension of its organic certification, effective the date of execution of this settlement agreement. Chicory is eligible to request reinstatement of its organic certification at any time. During the time of suspension, Chicory is prohibited from selling, labeling, or representing product as "organic."

This agreement will become effective upon Chicory's signature below.

(b) (6)

C. David Hergert
Chicory USA, LLC

(b) (6)

Date: 18 August 2016

Maes V McEvoy
Deputy Administrator, National Organic Program
USDA, AMS

Date: 8-25-16



1400 Independence Ave. SW
Room 2642 - South, STOP 0268
Washington, D.C. 20250

Settlement Agreement

THIS SETTLEMENT AGREEMENT is entered into by the United States Department of Agriculture (USDA) Agricultural Marketing Service (AMS), and Egg Innovations, LLC.

USDA, AMS, the National Organic Program (NOP), and Egg Innovations have decided to compromise and settle the issues among them related to alleged violations of the Organic Foods Production Act of 1990 (7 U.S.C. §§ 6501 et seq.) (OFPA) and the USDA organic regulations (7 CFR Section 205).

Accordingly, the parties agree to the following:

1. The Secretary of Agriculture has jurisdiction in this matter.
2. USDA, AMS agrees not to issue a formal Administrator's Decision charging Egg Innovations with alleged violations of the OFPA and the USDA organic regulations for any actions disclosed by the investigation which gave rise to this agreement.
3. USDA, AMS and Egg Innovations admit to the following:
 - A. QCS issued an April 18, 2016, Notice of Noncompliance and Proposed Suspension to Egg Innovations in Warsaw, Indiana. Egg Innovations was given the opportunity to appeal the Notice, and this Settlement addresses this Notice.
 - B. Egg Innovations has been given the opportunity to consult with legal counsel regarding this Settlement, is executing this agreement of its own free will, and understands and accepts the terms of this Settlement.
 - C. No alteration or variation of the terms of this Settlement shall be valid unless made in writing and signed by both parties.
 - D. Egg Innovations withdraws its appeal and waives further appeal rights in this matter. Failure to comply with the settlement agreement shall automatically void paragraph 2 above. If Egg Innovations breaks the settlement terms, USDA, AMS may thereafter an Administrator review.
4. Egg Innovations agrees to the following actions:
 - A. Egg Innovations agrees to use only Federal or State animal health authorities when evaluating the need to temporarily confine its poultry. Egg Innovations agrees to update its procedures and Organic System to this effect and to provide this updated documentation to QCS within 30 days of settlement execution.


- B. Egg Innovations agrees to notify QCS of any future changes to its protocol for the confinement of organic poultry before implementing such protocols, and agrees to notify QCS of any temporary confinements, with documentation supporting the need, prior to such confinement.
- C. Egg Innovations agrees to provide QCS with its protocols/procedures for ensuring that only certified organic feed and bedding are used for its organic livestock. Egg Innovations will provide this documentation to QCS within 30 days of settlement execution.
- D. Egg Innovations agrees to one (1) unannounced inspection within the next two (2) years at its expense. This unannounced inspection will include a review of its procedures, practices, and records related to livestock living conditions and temporary confinement for its operation in Warsaw, Indiana and for any contracted producers associated with Egg Innovations, to be identified by your certifier.

This agreement will become effective upon the appellant's signature below.

(b) (6)

Egg Innovations, LLC

Date: 10/04/2016


Miles V. McEvoy
Deputy Administrator, National Organic Program
USDA, AMS

Date: 10/12/2016



1400 Independence Ave. SW
Room 2642 - South, STOP 0268
Washington, D.C. 20250

Settlement Agreement

THIS SETTLEMENT AGREEMENT is entered into by the United States Department of Agriculture (USDA) Agricultural Marketing Service (AMS), and IMS Dairy, Inc.

USDA, AMS and IMS Dairy, Inc. have decided to compromise and settle the issues among them related to alleged violations of the Organic Foods Production Act of 1990 (7 U.S.C. §§ 6501 et seq.) (OFPA) and the USDA organic regulations (7 CFR Section 205).

Accordingly, the parties agree to the following:

1. The Secretary of Agriculture has jurisdiction in this matter.
2. USDA, AMS agrees not to issue a formal Administrator's Decision charging IMS Dairy, Inc. with alleged violations of the OFPA and the USDA organic regulations for any actions disclosed by the investigation which gave rise to this agreement.
3. IMS Dairy, Inc. admits to the following:
 - A. Accredited Certifying Agent Quality Certification Services (QCS) issued a June 25, 2016, Combined Notice of Noncompliance and Proposed Partial Suspension to IMS Dairy, Inc. IMS Dairy, Inc. was given the opportunity to appeal the Notice and this Settlement addresses this Notice.
 - B. IMS Dairy, Inc. admits to planting seed in Field (b) which had been coated with a seed coating containing a material not approved for the specific purpose.
 - C. IMS Dairy, Inc. has been given the opportunity to consult with legal counsel regarding this Settlement, is executing this settlement of its own free will, and understands and accepts the terms of this Settlement.
4. IMS Dairy, Inc. agrees to the following:
 - A. No alteration or variation of the terms of this Settlement shall be valid unless made in writing and signed by both parties.
 - B. IMS Dairy, Inc. agrees that failure to comply with the settlement agreement shall automatically void paragraph 2 above, and that USDA, AMS may thereafter reinstate the current administrative process.
 - C. IMS Dairy, Inc. agrees not to use any substances on its land without gaining written approval from its certifying agent to use the substance. Any requests for material use must include the specific purpose for which the substance will be used.

D. IMS Dairy, Inc. agrees to a suspension of Field (b) totaling 10 acres, for 12 months from the last date of prohibited input use. Field (b) will be eligible for certification on April 18, 2017.

This agreement will become effective upon the appellant's signature below.

(b) (6)

Irvin Martin
IMS Dairy, Inc.

Irvin Martin FORMUM

Date: 8-1-16

Date: 9-9-2016

Miles V. McEvoy
Deputy Administrator, National Organic Program
USDA, AMS



1400 Independence Avenue, S.W.
Room 2648-S, STOP 0268
Washington, D.C. 20250-0268

SETTLEMENT AGREEMENT

THIS SETTLEMENT AGREEMENT is entered into by the United States Department of Agriculture (USDA), Agricultural Marketing Service (AMS), and Farm Fresh Miami, Inc., and any person responsibly connected with Farm Fresh Miami, Inc.

USDA, AMS and Farm Fresh Miami, Inc. have agreed to settle the issues among them related to alleged violations of the Organic Foods Production Act of 1990 (7 U.S.C. §§ 6501 et seq.) (OFPA), and regulations promulgated thereunder (7 CFR §§ 205 et seq.).

Accordingly, the parties agree to the following:


1. The Secretary of Agriculture has jurisdiction in this matter.
2. USDA, AMS agrees not to file a formal administrative complaint charging Farm Fresh Miami, Inc. with alleged violations of the OFPA and the regulations for any actions disclosed by the investigation, which gave rise to this agreement.
3. Farm Fresh Miami, Inc. agrees to the following:
 - A. Farm Fresh Miami, Inc. has been given the opportunity for a hearing and waives such hearing and further procedure for the purpose of settling this proceeding and for such purposes only.
 - B. Farm Fresh Miami, Inc. agrees that failure to comply with the settlement agreement shall automatically void paragraph 2 above, and that USDA, AMS may thereafter institute a formal administrative proceeding against Farm Fresh Miami, Inc., and pursue any and all remedies available under the OFPA and the regulations.
 - C. Farm Fresh Miami, Inc. agrees to comply immediately with the USDA organic regulations and, specifically, to modify its market information (e.g. Internet sites) to comply with the regulations at 7 CFR 205.310(a)(2).
 - D. Farm Fresh Miami, Inc. agrees to pay a reduced civil penalty of \$500 in full settlement of this matter. In the event that you are not able to pay the amount in full, installment payments options may be arranged.

This agreement will become effective upon receipt of payment.

(b) (6)

Mrs. Erika A. Rullman Lisman
President, Chief Executive Officer, and Founder
Farm Fresh Miami, Inc.

Date: 23 May 2016


Miles McEvoy
Deputy Administrator
National Organic Program, AMS, USDA

Date: 20 June 2016



1400 Independence Avenue, S.W.
Room 2648-S, STOP 0268
Washington, D.C. 20250-0268

SETTLEMENT AGREEMENT

THIS SETTLEMENT AGREEMENT is entered into by The United States Department of Agriculture (USDA) Agricultural Marketing Service (AMS), and Highland Organic Coffee Company Pvt. Ltd., Krishna Prasad Ghimire, and any person responsibly connected with Highland Organic Coffee.

USDA, AMS and Highland Organic Coffee have decided to settle the issues among them related to alleged violations of the Organic Foods Production Act of 1990 (7 U.S.C. §§ 6501 et seq.) (OFPA), and regulations promulgated thereunder (7 CFR §§ 205 et seq.).

Accordingly, the parties agree to the following:

1. The Secretary of Agriculture has jurisdiction in this matter.
2. USDA, AMS agrees not to file a formal administrative complaint charging Highland Organic Coffee with alleged violations of the OFPA and the regulations for any actions disclosed by the investigation which gave rise to this agreement.
3. USDA, AMS agrees to consider a request for reinstatement of organic certification from Highland Organic Coffee upon execution of this settlement agreement.
4. Highland Organic Coffee agrees to the following:
 - A. Highland Organic Coffee has been given the opportunity for a hearing and waives such hearing and further procedure for the purpose of settling this proceeding and for such purposes only.
 - B. Highland Organic Coffee agrees that failure to comply with the settlement agreement shall automatically void number 2 above, and that USDA, AMS may thereafter institute a formal administrative proceeding against Highland Organic Coffee, and pursue any and all remedies available under the OFPA and the regulations.
 - C. Highland Organic Coffee agrees to pay a reduced penalty of \$250 U. S. Dollars (\$27,500 Nepalese Rupees) in full settlement of this matter.

The NOP will consider the request for reinstatement from Highland Organic Coffee, upon receipt of payment.

(b) (6)

Highland Organic Coffee Company
Krishna Prasad Ghimire
Kathmandu, Nepal

Date:



Miles V. McEvoy
Miles V. McEvoy
Deputy Administrator
National Organic Program, AMS, USDA
Date 12/7/16



1400 Independence Avenue, S.W.
Room 2648-S, STOP 0268
Washington, D.C. 20250-0268

SETTLEMENT AGREEMENT

THIS SETTLEMENT AGREEMENT is entered into by The United States Department of Agriculture (USDA) Agricultural Marketing Service (AMS), and QST Ingredients and Packaging, Inc. any person responsibly connected with QST Ingredients and Packaging, Inc.

USDA, AMS and QST Ingredients and Packaging, Inc. have decided to settle the issues among them related to alleged violations of the Organic Foods Production Act of 1990 (7 U.S.C. §§ 6501 et seq.) (OFPA), and regulations promulgated thereunder (7 CFR §§ 205 et seq.).

Accordingly, the parties agree to the following:


1. The Secretary of Agriculture has jurisdiction in this matter.
2. USDA, AMS agrees not to file a formal administrative complaint charging QST Ingredients and Packaging, Inc. with alleged violations of the OFPA and the regulations for any actions disclosed by the investigation which gave rise to this agreement.
3. USDA, AMS agrees to consider a request for reinstatement of organic certification from QST Ingredients and Packaging, Inc. upon execution of this settlement agreement.
4. QST Ingredients and Packaging, Inc. agrees to the following:
 - A. QST Ingredients and Packaging, Inc. has been given the opportunity for a hearing and waives such hearing and further procedure for the purpose of settling this proceeding and for such purposes only.
 - B. QST Ingredients and Packaging, Inc. agrees that failure to comply with the settlement agreement shall automatically void number 2 above, and that USDA, AMS may thereafter institute a formal administrative proceeding against QST Ingredients and Packaging, Inc., and pursue any and all remedies available under the OFPA and the regulations.
 - C. QST Ingredients and Packaging, Inc. agrees to pay a reduced penalty of \$11,000, in full settlement of this matter.

The NOP will consider the request for reinstatement from QST Ingredients and Packaging, Inc. upon receipt of payment.

(b) (6)

Mr. Chris Topps
Owner
QST Ingredients and Packaging, Inc.

Date: 2/22/16


Miles V. McEvoy
Deputy Administrator
National Organic Program, AMS, USDA

Date: 2/23/16

UNITED STATES DEPARTMENT OF AGRICULTURE
AGRICULTURAL MARKETING SERVICE
BEFORE THE ADMINISTRATOR

In re:) **Administrator's Decision**
Bonnie Blue Ranch and Grove,) **APL-016-16**
Brandon, Florida)

This Decision is in response to an appeal (APL-016-16) of a combined Notice of Noncompliance and Proposed Partial Suspension issued to a certified operation, Bonnie Blue Ranch and Grove (Bonnie Blue) in Brandon, Florida, by Quality Certification Services (QCS), a U.S. Department of Agriculture (USDA)-accredited certifying agent. Bonnie Blue was deemed not in compliance with the Organic Foods Production Act of 1990 (the Act)¹ and the USDA organic regulations (the Regulations).²

BACKGROUND

The Act authorizes the Secretary to accredit agents to certify crop, livestock, wild crop, and/or handling operations to the Regulations. Certifying agents may initiate noncompliance actions to enforce regulatory requirements, as described in § 205.662 of the Regulations. Persons subject to the Act who believe that they have been adversely affected by a certifying agent's noncompliance decision may appeal the decision to the USDA Agricultural Marketing Service (AMS) Administrator, pursuant to § 205.680 of the Regulations.

¹ 7 U.S.C. §§ 6501-6522

² 7 C.F.R. Part 205

FINDINGS OF FACT

1. QCS is an accredited certifying agent pursuant to the Regulations; QCS was first accredited on April 29, 2002.
2. QCS certified Bonnie Blue for crops on January 26, 2011.
3. On January 14, 2016, during an annual onsite inspection, a QCS inspector observed that a pelleted fertilizer had been applied to several acres of Bonnie Blue's peach and citrus crops. The affected area included a one-acre field labeled "peach expansion," a two-acre field of "newly planted citrus," and a 15-acre peach field. Bonnie Blue stated the fertilizer had been applied to part of the area five years earlier, and to another part of the area just two weeks earlier. However, the inspector noted that the fertilizer applications looked consistent across the affected fields, and had not yet been disturbed by the elements. A fertilizer found in Bonnie Blue's storage facility, 12-4-8 Harrell's PROfertilizer, was consistent with the fertilizer found on the crops. 12-4-8 Harrell's PROfertilizer potentially contained substances prohibited for use in organic crop production. Bonnie Blue's field input logs recorded the last input application as September 15, 2015.
4. QCS contacted Harrell's and determined the fertilizer was a custom blend made for Respondent in March 2015. The formulation contained ingredients including urea and ammonium, which are prohibited for use in organic production.
5. On February 22, 2016, QCS issued Bonnie Blue a combined Notice of Noncompliance and Proposed Partial Suspension for a portion of its operation due to the application of the prohibited substance. The proposed suspension would take effect on March 22, 2016.

6. On March 14, 2016, Bonnie Blue requested mediation with QCS on the Notice of Noncompliance and Proposed Partial Suspension, pursuant to § 205.663 of the Regulations. QCS rejected the mediation request.
7. On April 18, 2016, AMS received an appeal from Bonnie Blue, which was accepted as timely.
8. On August 12, 2016, a QCS representative spoke with a Harrell's Fertilizer representative, who stated that the specific polyurethane coating on the 12-4-8 fertilizer is the most thinly coated polyurethane coating Harrell's has available, and has a perceived longevity of only about six weeks once applied. He also noted that it would have degraded within six months to one year after application, indicating it is likely that the prohibited substance was applied within the few months prior to the January 14, 2016 inspection. The most likely last use was when the new citrus trees were planted; this was two weeks prior to the inspection, approximately January 1, 2016.

DISCUSSION

QCS issued a combined Notice of Noncompliance and Proposed Partial Suspension to Bonnie Blue for 18 acres of its peach and citrus crops due to the application of a prohibited substance, which was identified during an annual onsite inspection. The substance, a custom blend of Harrell's PROfertilizer 12-4-8, contains urea and ammonia; urea and ammonia are both prohibited for use in organic crop production.

A suspension would prevent Bonnie Blue from selling, labeling, or representing as organic any product harvested from the suspended land. The suspended fields will be eligible for

certification three years from the date of suspension. Since the exact date of application is unknown, the date of suspension will be the date of suspected application, January 1, 2016.

In its appeal, Bonnie Blue does not deny that a prohibited substance was applied to a portion of its citrus and peach crops, and offered no information to support its appeal. Section 205.202(b) of the Regulations is clear regarding the use of prohibited substances on crop land. Any use of prohibited substance, regardless of the reason, source, or hardship endured, declassifies land of its “organic” status and requires a transition period of three years preceding the harvest of a crop intending to be sold, labeled, or represented as “organic.”

CONCLUSION

Bonnie Blue did not submit any additional information to support its appeal. As a result of applying a prohibited substance, a portion of Bonnie Blue’s peach and citrus crops are not yet in full compliance with §§ 205.105, and 205.202(b) of the Regulations.

DECISION

The appeal is denied and QCS' combined Notice of Noncompliance and Proposed Partial Suspension is upheld. Bonnie Blue Ranch and Grove's organic certification is partially suspended for 18 acres of its peach and citrus crops for three years, effective January 1, 2016.

Attached to this formal Administrator's Decision denying Bonnie Blue Ranch and Grove's appeal is a Request for Hearing form. Bonnie Blue Ranch and Grove has thirty (30) days to request an administrative hearing before an Administrative Law Judge.

Done at Washington, D.C., on this 8th
day of September, 2015.



Elanor Starmer
Administrator



1400 Independence Avenue, S.W.
Room 2642-S, STOP 0268
Washington, D.C. 20250-0268

SETTLEMENT AGREEMENT

THIS SETTLEMENT AGREEMENT is entered into by The United States Department of Agriculture (USDA) Agricultural Marketing Service (AMS), and Ulysses Lolonis Vineyard, Greg Lolonis, and any person responsibly connected with Ulysses Lolonis Vineyard.

USDA, AMS and Ulysses Lolonis Vineyard have decided to settle the issues among them related to alleged violations of the Organic Foods Production Act of 1990 (7 U.S.C. §§ 6501 et seq.) (OFPA), and regulations promulgated thereunder (7 CFR §§ 205 et seq.).

Accordingly, the parties agree to the following:

1. The Secretary of Agriculture has jurisdiction in this matter.
2. USDA, AMS agrees not to file a formal administrative complaint charging Ulysses Lolonis Vineyard with alleged violations of the OFPA and the regulations for any actions disclosed by the investigation, which gave rise to this agreement.
3. USDA, AMS agrees to consider a request for reinstatement of organic certification from Ulysses Lolonis Vineyard upon execution of this settlement agreement.
4. Ulysses Lolonis Vineyard agrees to the following:
 - A. Ulysses Lolonis Vineyard has been given the opportunity for a hearing and waives such hearing and further procedure for the purpose of settling this proceeding and for such purposes only.
 - B. Ulysses Lolonis Vineyard agrees that failure to comply with the settlement agreement shall automatically void number 2 above, and that USDA, AMS may thereafter institute a formal administrative proceeding against Ulysses Lolonis Vineyard, and pursue any and all remedies available under the OFPA and the regulations.
 - C. Ulysses Lolonis Vineyard agrees to pay a total civil penalty of \$5,500 in full settlement of this matter. Lolonis Vineyard agrees to pay an initial installment of \$458.37 and eleven payments of \$458.33.

The NOP will consider the request for reinstatement from Ulysses Lolonis Vineyard, upon receipt of the initial payment.

(b) (6)

Ulysses Lolonis Vineyard
Greg Lolonis
Redwood Valley, California
Date: 8 Nov 16

Jim Thel FORMUM
Miles V. McEvoy
Deputy Administrator
National Organic Program, AMS, USDA
Date 11-10-2016

red 11/9/16 13:40 p.m.

SETTLEMENT AGREEMENT

THIS SETTLEMENT AGREEMENT is entered into by the United States Department of Agriculture (USDA) Agricultural Marketing Service (AMS), and West Wind Farms LLC.

USDA, AMS and West Wind Farms LLC have decided to settle the issues between them related to alleged violations of the Organic Foods Production Act of 1990 (7 U.S.C. §§ 6501 et seq.) (OFPA), and regulations promulgated thereunder (7 CFR §§ 205 et seq.).

Accordingly, the parties agree to the following:

1. The Secretary of Agriculture has jurisdiction in this matter.
2. West Wind Farms denies violating the USDA organic regulations willfully.
3. USDA, AMS agrees:
 - A. Not to file a formal administrative complaint charging West Wind Farms LLC with alleged violations of the OFPA and the regulations for any actions disclosed by the investigation which gave rise to this agreement.
 - B. That to the best of USDA, AMS' knowledge, at the time of execution of this settlement agreement, West Wind Farms LLC has removed from its website and other market information all representations of West Wind Farms LLC as an organic operation, as well as representations of its products as having been produced or handled using organic methods. USDA, AMS had previously identified these representations as noncompliant with the USDA organic regulations and notified West Wind Farms LLC.
 - C. To consider a request for reinstatement of organic certification from West Wind Farms LLC upon execution of this settlement agreement.
4. West Wind Farms LLC agrees to the following:
 - A. West Wind Farms LLC has been given the opportunity for a hearing and waives such hearing and further procedure for the purpose of settling this proceeding and for such purpose only.
 - B. West Wind Farms LLC agrees that failure to comply with the settlement agreement shall automatically void number 3(A) above, and that USDA, AMS may thereafter institute a formal administrative proceeding against West Wind Farms LLC, and pursue any and all remedies available under the OFPA and the regulations.

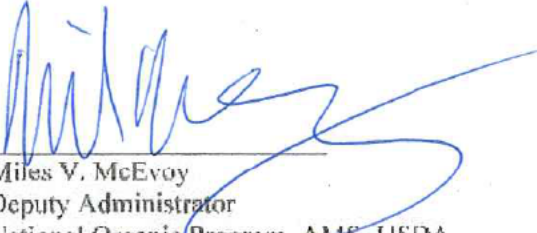
- C. West Wind Farms LLC agrees to comply immediately with the USDA organic regulations and to refrain from representing its products as having been produced or handled using organic methods until and unless its organic certification is reinstated.
- D. West Wind Farms LLC agrees to pay a reduced penalty of \$2,000.00 in full settlement of this matter, to be paid in monthly installments of \$333.33 by certified check or money order made payable to the "Treasurer of the United States." The first such installment payment must be mailed to USDA, AMS, via U.S. Mail, no later than thirty (30) days after the date that this settlement agreement is executed by both parties. All payments must be mailed to:

USDA, National Organic Program
Compliance & Enforcement Division
1400 Independence Ave. SW
Room 2648-S, Mail Stop 0268
Washington, D.C. 20250-0268

(b) (6)

Mr. Ralph Cole
Owner
West Wind Farms LLC

Date: 2/17/16



Miles V. McEvoy
Deputy Administrator
National Organic Program, AMS, USDA

Date: 2/18/2016



1400 Independence Avenue, S.W.
Room 2648-S, STOP 0268
Washington, D.C. 20250-0268

SETTLEMENT AGREEMENT

THIS SETTLEMENT AGREEMENT is entered into by The United States Department of Agriculture (USDA) Agricultural Marketing Service (AMS), and Wilson Produce.

USDA, AMS and Wilson Produce LLC have decided to compromise and settle the issues among them related to alleged violation of the Organic Foods Production Act of 1990 (7 U.S.C. §§ 6501 et seq.) (OFPA), and regulations promulgated thereunder (7 CFR §§ 205 et seq.).

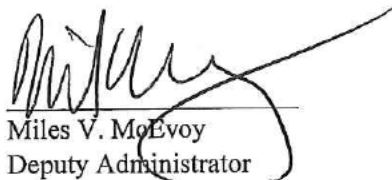
Accordingly, the parties agree to the following:

1. The Secretary of Agriculture has jurisdiction in this matter.
2. USDA, AMS agrees not to file a formal administrative complaint charging Wilson Produce with alleged violations of the OFPA and the regulations for any actions disclosed by the complaint and investigation that gave rise to this agreement.
3. USDA, AMS agrees to consider a request for reinstatement of organic certification from Wilson Produce, submitted in compliance with the USDA organic regulations, upon execution of this settlement agreement.
4. Wilson Produce admits to the following:
 - A. Accredited Certifying Agent OneCert, INC. issued a January 25, 2010, Notice of Suspension to Wilson Produce in Nogales, Arizona.
 - B. Wilson Produce made application and received organic certification from Accredited Certifying Agent Primus Labs without revealing that it had been previously certified organic and that the certification had been suspended.
5. Wilson Produce agrees to the following:
 - A. Wilson Produce has been given the opportunity for a hearing and waives such hearing and further procedure for the purpose of settling this proceeding and for such purposes only.
 - B. Wilson Produce agrees that failure to comply with the settlement agreement shall automatically void number 2 above, and that USDA, AMS may thereafter institute a formal administrative proceeding against Wilson Produce, and pursue any and all remedies available under the OFPA and the regulations.
 - C. Wilson Produce agrees to pay a reduced civil penalty of \$11,000 in full settlement of this matter.

This agreement will become effective upon Wilson Produce's signature and upon receipt of payment.

(b) (6)

Mr. Christopher Martin
CEO
Wilson Produce LLC
Date: 11/04/16


Miles V. McEvoy
Deputy Administrator
National Organic Program, AMS, USDA
Date: 7 Nov 2016

2016 APR -1 AM 10: 20

UNITED STATES DEPARTMENT OF AGRICULTURE
BEFORE THE SECRETARY OF AGRICULTURE

RECEIVED

In re:) OFPA Docket No. 16-0001
)
Yorgo Foods, Inc.,)
)
Respondent.) Consent Decision
) and Order

This proceeding was instituted under the Organic Foods Production Act of 1990, as amended, 7 U.S.C. §§ 6501-6522 (OFPA), alleging that the Respondent, Yorgo Foods, Inc., willfully violated the National Organic Program Regulations issued thereunder, 7 C.F.R. §§ 205.1-205.699 (NOP Regulations). This decision is entered pursuant to the consent decision provisions of the Rules of Practice applicable to this proceeding (7 C.F.R. § 1.138).

The Respondent admits the jurisdictional allegations as set forth herein and specifically admits that the Secretary has jurisdiction in this matter, neither admits nor denies the remaining allegations of the complaint, waives oral hearing and further procedure, and consents and agrees, for the purpose of settling this proceeding, and for such purposes only, to the entry of this decision.

The Complainant agrees to the entry of this decision.

Conclusions

1. **Yorgo Foods, Inc., is a corporation whose mailing address is 231 Woodland Avenue, Manchester, New Hampshire 03109.**
2. **Between November 14, 2002, and May 1, 2013, the Respondent was engaged in business as a certified organic operation, as defined in the OFPA, pursuant to an organic certificate issued by Baystate Organic Certifiers (Baystate), a certifying agent accredited by the United States Department of Agriculture.**
3. **On March 6, 2013, Baystate conducted an inspection of the Respondent and found several noncompliances.**
4. **On May 1, 2013, Baystate issued a Combined Notice of Noncompliance and Proposed Suspension to the Respondent for the alleged violations found on March 6, 2013.**
5. **On June 21, 2013, the Respondent submitted a response to the May 1, 2013, Notice of Noncompliance and Proposed Suspension.**
6. **On August 13, 2013, Baystate issued a Notice of Suspension of Organic Certification to the Respondent, based on the May 1, 2013, Notice of Noncompliance and Proposed Suspension which became effective immediately.**
7. **On October 2, 2013, Baystate submitted a Request for Reinstatement on behalf of the Respondent.**
8. **On November 6, 2013, the NOP issued a Notice of Denial of Reinstatement to the Respondent based on an inspection conducted by Baystate on September 25, 2013.**
9. **On November 19, 2013, the Respondent filed a timely appeal with regard to the**

November 6, 2013, Notice of Denial of Reinstatement with the AMS Administrator.

10. On February 10, 2014, the Respondent signed a Settlement Agreement with the NOP to resolve the November 19, 2013 appeal. NOP agreed to shorten the suspension to six months and Respondent agreed to withdraw its appeals and waive further procedures and to remain suspended until reinstated.

11. In March 2014, the Respondent applied for reinstatement with Baystate a second time. While considering this request, Baystate determined that the Respondent was continuing to sell agricultural products as organic and provided evidence of these sales in the form of receipts and photographs to the NOP.

12. On April 8, 2014, NOP sent a letter the Respondent stating that it had broken the settlement agreement, and was violating the USDA organic regulations by selling as organic while suspended.

13. On May 16, 2014, the Respondent signed a second Settlement Agreement with the NOP. Respondent agreed to waive its right to appeal; to pay a reduced civil penalty of \$33,000; and to cease selling nonorganic agricultural products labeled as organic.

14. On June 12, 2014, the Respondent submitted a Request for Reinstatement to the Administrator.

15. On June 13, 2014, Baystate sent a letter to the NOP recommending against the reinstatement of the Respondent.

16. On July 3, 2014, NOP issued a Notice of Denial of Reinstatement to the Respondent.

17. On July 30, 2014, the Respondent filed a timely appeal with the AMS

Administrator, in regard to the July 3, 2014, Notice of Denial of Reinstatement.

18. On December 5, 2014, the AMS Administrator issued a decision denying the Respondent's July 30, 2014, appeal, citing evidence that between May 20 and July 18, 2014, the Respondent continued to sell agricultural products as organic while suspended, in willful violation of the USDA.

The Respondent having admitted the jurisdictional facts only, and the parties having agreed to the entry of this decision, such decision will be entered.

Order

1. Respondent, its agents and employees, successors and assigns, directly or through any corporate or other device, shall cease and desist from violating the OFPA and the NOP Regulations issued thereunder.

2. Respondent's organic certification is suspended for a period of three years. This three-year suspension shall begin upon the effective date of this Order.

3. Respondent is assessed a civil penalty of \$880,000.00, with \$540,000.00 held in abeyance, provided that respondent fulfills the payment plan noted below and does not violate the OFPA and the NOP regulations and standards during the Respondent's three-year suspension. The remaining \$340,000.00 shall be paid in quarterly installments over a period of five years, with the first installment of \$17,000.00 due April 1, 2016. The remaining 19 installments of \$17,000.00 shall be due the first of the month every 3 months until all payments have been made.

The provisions of this order shall become effective upon issuance.

Copies of this decision shall be served upon the parties.

(b) (6)

(b) (6) Respondent

Buren W. Kidd
Buren W. Kidd
Attorney for Complainant

Done at Washington, D.C.

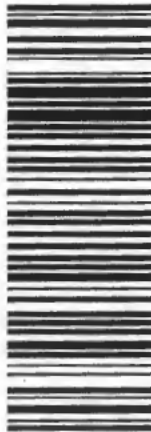
this 1st day of April, 2016

C. Lynn B. Guthrie
Administrative Law Judge

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Kyle J. Gilster
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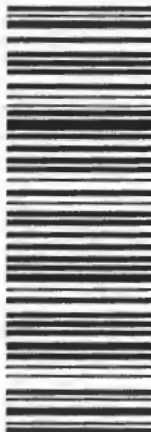
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Yorgo Foods, Inc.
21 Woodland Avenue
Manchester, New Hampshire 03109

PS Form 3800, August 2006

See Reverse for Instructions

FY 2016 Cease Desist Database List

Case Number	Complained Party	FY closed	Initial Enforcement Action
NOPC-009-15	Earth Friendly Products	FY16	Notice to Cease and Desist
NOPC-013-16	Zhou Nutrition	FY16	Notice to Cease and Desist
NOPC-018-15	Guilty Pleasures Organics	FY16	Notice to Cease and Desist
NOPC-019-15	High Desert Vapes	FY16	Notice to Cease and Desist
NOPC-021-15	Killer Liquid Organic e-liquid	FY16	Notice to Cease and Desist
NOPC-035-16	Vintage Sales Stables	FY16	Notice to Cease and Desist
NOPC-039-15	Kind Juice Organic	FY16	Notice to Cease and Desist
NOPC-047-16	SaavyBeast	FY16	Notice to Cease and Desist
NOPC-056-13	Sun Coffee Roasters	FY16	Notice to Cease and Desist
NOPC-066-14	Wholey Cacao	FY16	Notice to Cease and Desist
NOPC-102-16	Fuller Family Sugaring	FY16	Notice to Cease and Desist
NOPC-117-14	Onurth Organic Skincare or Onurth Skin Care	FY16	Notice to Cease and Desist
NOPC-119-15	Bare Honey LLC	FY16	Notice to Cease and Desist
NOPC-134-15	Holesinsky Winery	FY16	Notice to Cease and Desist
NOPC-138-15	Vapor Girl	FY16	Notice to Cease and Desist
NOPC-139-15	Awesome Vapor	FY16	Notice to Cease and Desist
NOPC-140-15	Alchemy E-lixirs	FY16	Notice to Cease and Desist
NOPC-142-15	Vaporganics	FY16	Notice to Cease and Desist
NOPC-163-15	Organic Mountain	FY16	Notice to Cease and Desist
NOPC-195-16	Mountain view Orchards	FY16	Notice to Cease and Desist
NOPC-196-14	03 Animal Health Equine Mega-Omega	FY16	Notice to Cease and Desist
NOPC-215-14	Imperial Mills	FY16	Notice to Cease and Desist
NOPC-252-12	Farm Fresh Miami - Erika Rullman Lisman	FY16	Notice to Cease and Desist
NOPC-279-12	Shore Farm Organics - Nathan Pitts nathanpitts@shorefarmsorganics.com	FY16	Notice to Cease and Desist
NOPC-299-15	Orb Vapor, LLC	FY16	Notice to Cease and Desist
NOPC-310-15	Warner River Organics	FY16	Notice to Cease and Desist
NOPC-326-15	Stratosphere LLC. Organic E-Juice & E-Liquid	FY16	Notice to Cease and Desist
NOPC-327-15	VaporRise USA	FY16	Notice to Cease and Desist
NOPC-335-15	Raindrop Vape LLC.	FY16	Notice to Cease and Desist
NOPC-361-14	Oliver Kita	FY16	Notice to Cease and Desist
NOPC-375-14	Haus Bioceuticals Metaderm Brand	FY16	Notice to Cease and Desist
NOPC-398-15	St. Augustine Organics	FY16	Notice to Cease and Desist
NOPC-399-15	The Vaporista	FY16	Notice to Cease and Desist
NOPC-400-15	V8P Juice International LLL	FY16	Notice to Cease and Desist
NOPC-407-14	Old Factory Soap Company	FY16	Notice to Cease and Desist

FY 2016 Cease Desist Database List

NOPC-413-15	Green Virgin Products	FY16	Notice to Cease and Desist
NOPC-421-15	Natural Vapor	FY16	Notice to Cease and Desist
NOPC-463-15	Enviro Science Technologies Inc./Organic Calcium	FY16	Notice to Cease and Desist
NOPC-464-15	Enviro Science Technologies Inc./E-Max	FY16	Notice to Cease and Desist
NOPC-465-15	Enviro Science Technologies Inc./Organic Liquid Humate	FY16	Notice to Cease and Desist
NOPC-466-15	Enviro Science Technologies Inc./Micro-Pak	FY16	Notice to Cease and Desist
NOPC-467-15	Enviro Science Technologies Inc./ 0-0-50 Enviro Science Technologies Inc./0-0-50	FY16	Notice to Cease and Desist
NOPC-468-15	Enviro Science Technologies Inc./ 0-0-0-20	FY16	Notice to Cease and Desist
NOPC-470-15	Morning Star Family Farm, LLC	FY16	Notice to Cease and Desist
NOPC-543-15	Bubba Rose Biscuit LLC	FY16	Notice to Cease and Desist