

SETTLEMENT AGREEMENT
THE LAMAR COMPANY, LLC,
Agency Case No. A78760

IT IS HEREBY AGREED by and between the FLORIDA DEPARTMENT OF AGRICULTURE AND CONSUMER SERVICES (hereinafter referred to as the "Department") and THE LAMAR COMPANY, LLC, , 5321 Corporate Blvd., Baton Rouge, LA 70808 (hereinafter referred to as "Respondent") as follows:

1. The Department has jurisdiction over the parties and the subject matter.
2. All parties hereby waive any hearing or notice of hearing in connection with these matters, BOCM File No. 111-163-1018, Administrative Complaint No. A78760.
3. By execution of this Settlement Agreement the Department and Respondents intend to, and do so, resolve all issues related to the following administrative cases, BOCM File No. 111-163-1018; Agency Case No. A78760.
4. All parties agree to waive any and all appeals of the Settlement Agreement.
5. All parties agree to the entry of this Settlement Agreement as the Department of Agriculture and Consumer Services' final agency action in this matter.
6. The Respondent, based on an investigation performed by the Department in September and October, 2011, was charged with the following violations: violation of Florida Statutes, Section 487.031 (4) for maintaining on its premises a container of pesticide which bore a single handwritten word "Roundup" and no other marking whatsoever, but contained the active ingredient, triclopyr, which is contained in other pesticides but not the pesticide, "Roundup"; violation of Florida Statutes, Section 487.031 (10) by using a pesticide in a manner other than as stated in the labeling

since there were not any available label directions provided to Respondent's employee, Robert Barnhart, as to how the pesticide he applied to a tree should be used; violation of Florida Statutes, Section 487.031 (3) by using a misbranded pesticide in a container marked "Roundup" but containing the active ingredient, triclopyr, from another pesticide ; and violation of Florida Statutes, Section 487.031 (13) (d) operating in a faulty, careless, or negligent manner, by maintaining a misbranded pesticide on its premises and applying an unknown pesticide without label instructions.

The Respondents dispute the allegations of the Administrative Complaint and the parties agree that this is a compromise settlement. The Respondent agrees to pay a fine of Three Thousand and no/100 Dollars (\$3,000) to the Department on or before June 20, 2012 and the parties agree that payment of this fine will not be construed as an admission by the Respondent of the violations alleged in the administrative complaint.

The Respondents agree to diligently comply in the future with the Department's rules and the provisions of Chapter 487, Florida Statutes, including the ones it was charged with violating in the Administrative Complaint herein.

7. The parties acknowledge that this Settlement Agreement is subject to the approval of the Commissioner of Agriculture, Assistant Commissioner of Agriculture, Deputy Commissioner and the General Counsel for the Department.

8. That future failure of Respondent to abide by the Department's rules and the provisions of Chapter 487, Florida Statutes may result in further action by the Department against Respondent as provided by law.

9. The Respondent represents and warrants that the undersigned authorized

representative has the right and authority to execute this Settlement Agreement for the Respondent.

10. In entering into this Settlement Agreement the Respondent and Department represent that each has read the agreement and understand the content and effect of this Settlement Agreement. Each party hereto voluntarily executed this Settlement Agreement and did not do so under duress, threat, or coercion of any kind.

11. The validity of this Settlement Agreement, the construction and enforcement of its terms, and the interpretation of the rights and duties of the parties shall be governed by the law of the State of Florida without regard to the conflicts of law rules. If litigation is initiated with regard to this Settlement Agreement, the parties agree that venue and jurisdiction of any litigation between them will be vested in a court of competent jurisdiction sitting in Leon County, Florida. Respondent agrees to acceptance of service of process outside the State of Florida in any matter to be submitted to any court pursuant to this Settlement Agreement.

12. No modification, amendment, supplement to or waiver of this Settlement Agreement or any of its provisions shall be binding upon the parties hereto unless made in writing and duly signed by both parties. A failure or delay of either party to this Settlement Agreement to enforce at any time any of the provisions of this Settlement Agreement, or to exercise any option which is herein provided, or to require at any time performance of any of the provisions hereof, shall in no way be construed to be a waiver of such provision of this Settlement Agreement.

13. In the event any one or more of the provisions of this Settlement Agreement shall for any reason be held to be invalid, illegal or unenforceable, the remaining provisions of this Settlement Agreement shall be unimpaired, and the invalid, illegal or unenforceable provision shall be replaced

by a mutually acceptable provision, which being valid, legal and enforceable, comes closest to the intention of the parties underlying the invalid, illegal or unenforceable provision. This Settlement Agreement, together with all attachments and exhibits, if any, constitutes the entire Settlement Agreement between the parties and supersedes all previous agreements, promises, proposals, representations, understandings, and negotiations, whether written or oral, between the parties respecting the subject matter hereof.

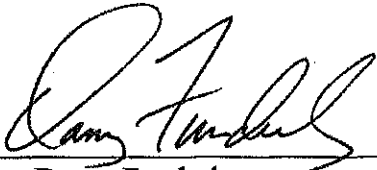
14. The parties agree to cooperate fully and execute any and all supplemental documents and to take all additional actions that may be necessary or appropriate to give full force and effect to the terms and intent of this Settlement Agreement.

15. Each party shall bear its own attorney's fees and costs.

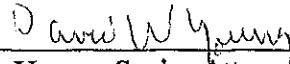
WHEREFORE, the parties hereto have entered into this Settlement Agreement and the agreement will be final when all parties have signed and the agreement is filed with the agency clerk.

APPROVED BY:

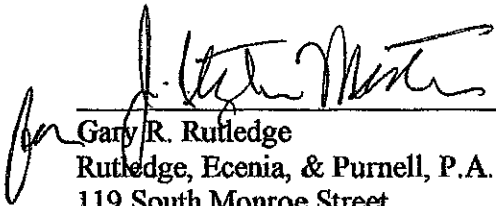
**ADAM H. PUTNAM
COMMISSIONER OF AGRICULTURE**



By: Danny Funderburg
Its: General Manager
Authorized Representative of
The Lamar Company, LLC, Respondent



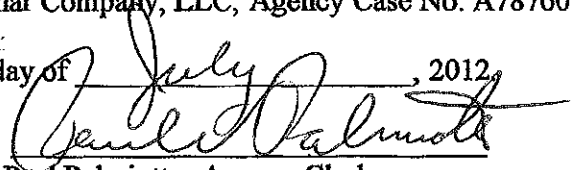
David W. Young, Senior Attorney
Florida Department of Agriculture and
Consumer Services
Office of the General Counsel
407 South Calhoun Street
Mayo Building, Ste. 520
Tallahassee, FL 32399-1650
Attorney for Department
Tel. No. (850) 245-1000
Fax No. 850-245-1000



Gary R. Rutledge
Rutledge, Ecenia, & Purnell, P.A.
119 South Monroe Street
Suite 202
Tallahassee, FL 32301
850-681-6788
850-681-6515
Attorney For Respondent, The Lamar Company, LLC

Settlement Agreement: DACS vs. The Lamar Company, LLC, Agency Case No. A78760.

Filed with the Agency Clerk this 13th day of July, 2012.



Paul Palmiotto, Agency Clerk
Department of Agriculture and Consumer Services