

**BEFORE THE OFFICE OF ADMINISTRATIVE HEARINGS
STATE OF OREGON
for the
OREGON HEALTH AUTHORITY**

In the Matter of Intent to Revoke:

PREE LABORATORIES LLC,

Respondent.

OAH Case No.: 2024-OHA-17886

Agency Case No.: 4147

Settlement Agreement and Final Order

SETTLEMENT AGREEMENT

The Oregon Health Authority, Oregon State Public Health Laboratory, Oregon Environmental Laboratory Accreditation Program (ORELAP) and Pree Laboratories LLC (Respondent), (together, the “Parties”) wish to resolve the Amended Notice of Proposed Revocation of Marijuana Sampling Accreditation dated July 28, 2025 (Amended Notice) through this settlement agreement (Settlement Agreement). The Parties therefore agree and admit to the following:¹

BACKGROUND

1. Respondent is accredited by ORELAP to conduct sampling and testing of marijuana items for its laboratory located in Corvallis, Oregon.
2. ORELAP issued a Notice of Proposed Revocation of Marijuana Sampling Accreditation dated November 18, 2024 (Initial Notice). ORELAP issued the Amended Notice on July 28, 2025. The Amended Notice proposes to revoke Respondent’s accreditation for field sampling of tissue and solids/chemical waste certified under ORELAP ID# 4147 (accreditation). The Amended Notice is incorporated by reference herein.

ACCREDITATION

3. Respondent shall surrender the accreditation, and the accreditation shall be deemed revoked, by no later than October 20, 2025. If Respondent elects to surrender the accreditation prior to October 20, 2025, Respondent shall notify ORELAP in writing by email submitted to steven.jetter@oha.oregon.gov.
4. Respondent also surrenders its accreditation for marijuana testing (including chemistry and microbiology for solids and chemical waste and tissue) at the same time its accreditation is surrendered.

¹ This Settlement Agreement and Final Order relies on the definitions in ORS 475C.540, OAR 333-007-0310, and OAR 333-064-0025.

5. The accreditation is not eligible for transfer or a new owner application under OAR 333-064-0060(1)(c). If ORELAP receives a new owner application under OAR 333-064-0060(1)(c), the accreditation is immediately deemed surrendered and revoked. ORELAP shall reject any new owner application received regarding Respondent.
6. Any person that purchases or obtains Respondent's business or assets, or otherwise seeks to operate at Respondent's current location or using Respondent's assets, is required to obtain a new accreditation from ORELAP as described in OAR 333-064 and Respondent shall inform any potential buyer of this requirement.
7. Respondent's accreditation is due to expire on September 15, 2025. If a complete application is not received on or before September 15, 2025, including the non-refundable application fee, the accreditation is surrendered and deemed revoked on the expiration date. ORELAP shall hold any application timely received until October 20, 2025 or until Respondent surrenders its accreditation, whichever is earlier, and the application shall be deemed null and void on that date.
8. The following individuals associated with the accreditation individually (identified individuals) agree to not apply for marijuana sampling or testing accreditation in Oregon or otherwise be associated² with a laboratory accredited to conduct marijuana sampling or testing in Oregon for a period of three years from the date the final order in this matter is issued:
 - a. Manny Cruz
 - b. David Jones
 - c. Michael Andrew Gurney
9. If Respondent or any one of the identified individuals apply for an accreditation for marijuana sampling or testing accreditation in Oregon or is otherwise associated with a laboratory accredited to conduct marijuana sampling or testing during the ineligibility period described in this Settlement Agreement, ORELAP must deny any such application and revoke any license that Respondent or the identified individuals are associated with. Respondent and the identified individuals may not dispute the appropriateness of the denial or the revocation in any challenge to such an action.
10. Respondent agrees that it will ensure that any marijuana sampling and testing that occurs while accredited is conducted in compliance with all applicable rules and requirements. Respondent agrees that it will only sample marijuana if able to ensure that accredited testing as ordered by the licensee will be timely conducted. Respondent shall maintain or transfer records after its license is surrendered in accordance with its plan adopted pursuant to 2016 TNI Standard V1M2 4.13.3(h).³

² To be "associated" includes any ownership or financial interest or involvement in laboratory operations but does not include actions to sell or transfer Respondent's assets. "Financial interest" does not include if Respondent sells laboratory assets on a secured promissory note, with the business equipment serving as collateral, to another laboratory accredited to conduct marijuana sampling or testing in Oregon. ORELAP will not consider the identified individuals with an interest in such a promissory note to have a financial interest in the laboratory.

³ NELAC Institute, Environmental Laboratory Sector, Volume 1, Module 2: "Quality Systems General Requirements (Rev.2.1).

GENERAL TERMS

11. Respondent admits to the violations alleged in paragraphs 10-15 in the Amended Notice. Consistent with applicable state law and rules, OHA may rely on the admitted violations to evaluate future applications or determine the extent or appropriateness of any future action or sanction.
12. If ORELAP discovers any additional violations or conduct other than the violations alleged in the Amended Notice or a violation of this Settlement Agreement, ORELAP may proceed with disciplinary, penalty, or other enforcement action. Respondent would have notice and opportunity to contest any such action in accordance with ORS Chapter 183.
13. This Settlement Agreement resolves only the Amended Notice.
14. [LEFT INTENTIONALLY BLANK]
15. Respondent is a member-managed limited liability company. Brannata LLC is a member of Respondent. Manny Cruz is a member of Brannata LLC and registered agent for Respondent. Respondent represents and warrants that Manny Cruz individually has the authority to enter into this Agreement and bind Free Laboratories LLC on its behalf. The Agreement is binding upon Respondent, its agents, managers, employees, representatives, shareholders, directors, officers, successors, and any and all persons or entities acting in concert or participation with or for it.
16. This Settlement Agreement and Final Order may be executed in one or more multiple counterparts, including facsimile, scanned, and electronically transmitted counterparts, each of which shall constitute an original and all of which together shall constitute one and the same agreement.
17. Respondent is aware of the right to a contested case hearing if this matter was not resolved with this Settlement Agreement and ORELAP proceeded with formal action. Respondent is aware of the right to judicial review. Respondent freely and voluntarily waives all rights to a contested case hearing and to all judicial review. Respondent agrees to ORELAP's issuance of a final order incorporating this Settlement Agreement.

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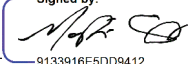
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18. The signed Settlement Agreement must submitted electronically to steven.jetter@oha.oregon.gov and received by ORELAP by August 6, 2025 or this Settlement Agreement is deemed withdrawn.

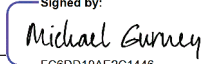
19. This Settlement Agreement and Final Order is a public record subject to Oregon public records laws.


IT IS SO STIPULATED.

Signed by:  _____ Dated: 8/6/2025
9133916E5DD9412...
Manny Cruz, on behalf of Pree Laboratories LLC

Signed by:  _____ Dated: 8/6/2025
9133916E5DD9412...
Manny Cruz, individually

Signed by:  _____ Dated: 8/6/2025
52DE450722D4415...
David Jones, individually

Signed by:  _____ Dated: 8/6/2025
FC6DD19AE2C1446...
Michael Andrew Gurney, individually

 _____ Dated: 8/6/2025
Steve Jetter, ORELAP Manager
Public Health Division, Oregon Health Authority

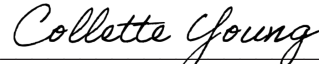
FINAL ORDER

NOW THEREFORE, ORELAP finds and concludes that Respondent committed the violations alleged in paragraphs 10-15 of the Amended Notice.

FURTHER, ORELAP adopts all of the terms of the Settlement Agreement.

IT IS SO ORDERED.

DATED this 6th day of August, 2025.



Collette Young, PHD
Center Administrator, Center for Public Health Practice
OREGON HEALTH AUTHORITY