

**UNITED STATES ENVIRONMENTAL PROTECTION AGENCY  
REGION 3  
Philadelphia, Pennsylvania 19103**

**FILED**

**Jul 07, 2026**

**2:22 pm**

**U.S. EPA REGION 3  
HEARING CLERK**

In the Matter of: :  
:   
Willard Agri-Service, LLC f/k/a : U.S. EPA Docket No. FIFRA-03-2026-0265  
Willard Agri-Service of Greenwood LLC :   
22272 South DuPont Highway : Proceeding under Section 14(a) of the Federal  
Greenwood, DE 19950 : Insecticide, Fungicide and Rodenticide Act,  
: 7 U.S.C. § 136/(a)  
  
Respondent.

**CONSENT AGREEMENT**

**PRELIMINARY STATEMENT**

1. This Consent Agreement is entered into by the Director of the Enforcement and Compliance Assurance Division, U.S. Environmental Protection Agency, Region 3 ("Complainant") and Willard Agri-Service, LLC f/k/a Willard Agri-Service of Greenwood LLC ("Willard") ("Respondent") (collectively the "Parties"), pursuant to Section 14(a) of the Federal Insecticide, Fungicide and Rodenticide Act ("FIFRA"), 7 U.S.C. § 136/(a), and the Consolidated Rules of Practice Governing the Administrative Assessment of Civil Penalties and the Revocation, Termination or Suspension of Permits ("Consolidated Rules of Practice"), 40 C.F.R. Part 22. Section 14(a) of FIFRA, 7 U.S.C. § 136/(a), authorizes the Administrator of the U.S. Environmental Protection Agency to assess penalties and undertake other actions required by this Consent Agreement. The Administrator has delegated this authority to the Regional Administrator who, in turn, has delegated the authority to enter into agreements concerning administrative penalties to the Complainant. This Consent Agreement and the attached Final Order (hereinafter jointly referred to as the "Consent Agreement and Final Order") resolve Complainant's civil penalty claims against Respondent under FIFRA (or the "Act") for the violations alleged herein.
2. In accordance with 40 C.F.R. §§ 22.13(b) and 22.18(b)(2) and (3) of the Consolidated Rules of Practice, Complainant hereby simultaneously commences and resolves this administrative proceeding.

**JURISDICTION**

3. The U.S. Environmental Protection Agency ("EPA") has jurisdiction over the above-captioned matter, as described in Paragraph 1, above.

4. The Consolidated Rules of Practice govern this administrative adjudicatory proceeding pursuant to 40 C.F.R. § 22.1(a)(1).

#### **GENERAL PROVISIONS**

5. For purposes of this proceeding only, Respondent admits the jurisdictional allegations set forth in this Consent Agreement and Final Order.
6. Except as provided in Paragraph 5, above, Respondent neither admits nor denies the specific factual allegations set forth in this Consent Agreement.
7. Except as provided in Paragraph 5 above, Respondent neither admits nor denies the alleged violations of law set forth in this Consent Agreement.
8. Respondent agrees not to contest the jurisdiction of the EPA with respect to the execution of this Consent Agreement, the issuance of the attached Final Order, or the enforcement of this Consent Agreement and Final Order.
9. For purposes of this proceeding only, Respondent hereby expressly waives its right to contest the allegations set forth in this Consent Agreement and Final Order and waives its right to appeal the accompanying Final Order.
10. Respondent consents to the assessment of the civil penalty stated herein, to the issuance of any specified compliance order herein, and to any conditions specified herein.
11. Respondent shall bear its own costs and attorney's fees in connection with this proceeding.
12. By signing this Consent Agreement, Respondent waives any rights or defenses that Respondent has or may have for this matter to be resolved in federal court, including but not limited to any right to a jury trial, and waives any right to challenge the lawfulness of the Final Order accompanying the Consent Agreement.

#### **FINDINGS OF FACT AND CONCLUSIONS OF LAW**

13. In accordance with 40 C.F.R. §§ 22.13(b) and 22.18(b)(2) and (3) of the Consolidated Rules of Practice, Complainant alleges and adopts the Findings of Fact and Conclusions of Law set forth immediately below.
14. Section 2(s) of FIFRA, 7 U.S.C. § 136(s), defines "person" to mean any individual, partnership, association, corporation, or any organized group of persons whether incorporated or not.

15. At all times relevant to the violations alleged herein, Respondent was a limited liability company organized in the State Delaware with a principal place of business located at 22272 South DuPont Highway in Greenwood, Delaware.
16. At all times relevant to the violations alleged herein, Respondent was a “person” as defined by Section 2(s) of FIFRA, 7 U.S.C. § 136(s).
17. On July 17, 2025, Delaware Department of Agriculture (“DDA”) Inspectors, duly delegated by the EPA Administrator, conducted “for-cause” inspections of the Willard facility located at 22272 South DuPont Highway in Greenwood, Delaware (“Facility”) and of Del Ag Aero located at 20257 Nine Foot Road in Greenwood, Delaware, pursuant to the authority under Section 8(b) of FIFRA, 7 U.S.C. § 136f, to investigate possible repackaging violations under FIFRA.
18. On December 16, 2025, the EPA issued Willard a post-inspection letter, based on the observations of and information collected by the DDA Inspectors, which identified several areas of concern for Willard to address.
19. On December 19, 2025, Willard sent its response to the EPA’s post-inspection letter that included information about how it addressed the areas of concern.

#### **Count I**

##### **Production of Pesticides at an Unregistered Establishment**

20. The information and allegations in the preceding paragraphs of this Consent Agreement are incorporated herein by reference.
21. Section 12(a)(2)(L) of FIFRA, 7 U.S.C. § 136j(a)(2)(L), makes it unlawful for any person who is a producer to violate any of the provisions of Section 7 of FIFRA, 7 U.S.C § 136e.
22. Pursuant to Section 7(a) of FIFRA, 7 U.S.C § 136e(a), “[n]o person shall produce any pesticide. . . in any State unless the establishment in which it is produced is registered with [the EPA].”
23. Section 2(w) of FIFRA, 7 U.S.C. § 136(w), and 40 C.F.R. § 167.3, define “produce” to include the acts of manufacturing, preparing, propagating, compounding, or processing any pesticide, as well as packaging, repackaging, labeling, relabeling or otherwise changing the container of any pesticide.
24. Section 2(w) of FIFRA, 7 U.S.C. § 136(w), and 40 C.F.R. § 167.3, define “producer” to include any person who produces any pesticide, including the acts of packaging, repackaging, labeling and relabeling.
25. At 40 C.F.R. § 167.3, the term “establishment” is defined to include any site where a pesticide product is produced.

26. The EPA possesses information that in 2025 Willard repackaged the EPA registered pesticide products TrivaPro (EPA Reg. No: 100-1613) and Miravis Neo (EPA Reg. No: 100-1605) from bulk containers into 2.5 gallon containers and applied labels referred to as “utility labels” to the containers at its Facility.
27. Willard’s Facility was not registered with the EPA as a pesticide producing establishment in 2025.
28. By repackaging the EPA registered pesticide products TrivaPro (EPA Reg. No: 100-1613) and Miravis Neo (EPA Reg. No: 100-1605) and labeling the containers with utility labels at the Facility, Willard “produced” and was a “producer” of pesticides, and the Facility was an “establishment” as those terms are defined under FIFRA and at 40 C.F.R. § 167.3.
29. By producing pesticides at an establishment not registered pursuant to Section 7(a) of FIFRA, 7 U.S.C § 136e(a), Willard violated that section, constituting unlawful acts under Section 12(a)(2)(L) of FIFRA, 7 U.S.C. § 136j(a)(2)(L), for which penalties may be assessed pursuant to Section 14(a) of FIFRA, 7 U.S.C. § 136l(a).

**Count II**  
**Distributions or Sales of Misbranded Pesticides**

30. The information and allegations in the preceding paragraphs of this Consent Agreement are incorporated herein by reference.
31. Section 12(a)(1)(E) of FIFRA, 7 U.S.C. § 136j(a)(1)(E), makes it unlawful for any person in any State to distribute or sell to any person any pesticide that is misbranded.
32. Pursuant to Section 2(q) of FIFRA, 7 U.S.C. §136(q), a pesticide is “misbranded” if, *inter alia*:

\* \* \*

(1)(D) “its label does not bear the registration number assigned under [Section 7(a) of FIFRA] to each establishment in which it was produced”;

(1)(E) “any word, statement, or other information required by or under authority of [FIFRA] to appear on the label or labeling<sup>1</sup> is not prominently placed thereon . . .”;

---

<sup>1</sup> Section 2(p)(2) of FIFRA, 7 U.S.C. §136(p)(2), define “labeling” to mean all labels and all other written, printed, or graphic matter accompanying the pesticide at any time or to which reference is made on the label or in literature accompanying the pesticide.

(1)(F) “the labeling accompanying it does not contain directions for use which are necessary for effecting the purpose for which the product is intended and if complied with, together with any requirements imposed [under FIFRA for its use classification], are adequate to protect health and the environment”;

(1)(G) “the label does not contain a warning or caution statement which may be necessary and if complied with, together with any requirements imposed [under FIFRA for its use classification], is adequate to protect health and the environment”; or

\* \* \*

(2)(C)(i) “there is not affixed to its container . . . a label bearing the name and address of the producer, registrant or person for whom produced”.

33. Section 2(gg) of FIFRA, 7 U.S.C. § 136(gg), and 40 C.F.R. § 152.3 define “to distribute or sell” to include the acts of distributing, selling, offering for sale, holding for sale, holding for shipment, shipping, delivering for shipment, releasing for shipment, and receiving and (having so received) delivering or offering to deliver.
34. The EPA possesses information that in 2025 Willard sold, distributed, shipped, delivered or released for shipment (i.e., “delivered or sold”) 2.5 gallon containers of TrivaPro (EPA Reg. No: 100-1613) and Miravis Neo (EPA Reg. No: 100-1605) with utility labels to aerial pesticide applicators in Delaware and Maryland.
35. The utility labels on the containers for both products did not bear the registration numbers of the establishment in which they were last produced, legally required information from the EPA accepted labels for these products including directions for use and precautionary statements, or the address of the producer, registrant or person for whom the products were produced and therefore, the TrivaPro (EPA Reg. No: 100-1613) and Miravis Neo (EPA Reg. No: 100-1605) products were misbranded as defined under Section 2(q) of FIFRA, 7 U.S.C. § 136(q).
36. Willard’s ’s distributions or sales of misbranded TrivaPro (EPA Reg. No: 100-1613) and Miravis Neo (EPA Reg. No: 100-1605) pesticide products constitute unlawful acts under Section 12(a)(1)(E) of FIFRA, 7 U.S.C. § 136j(a)(1)(A), for which penalties may be assessed pursuant to Section 14(a) of FIFRA, 7 U.S.C. § 136/(a).

#### **CIVIL PENALTY**

37. In settlement of the EPA’s claims for civil penalties for the violations alleged in this Consent Agreement, Respondent consents to the assessment of a civil penalty in the amount of *SIXTEEN THOUSAND AND NINE HUNDRED* dollars (\$16,900) (“Assessed Penalty”), which Respondent shall be liable to pay in accordance with the terms set forth below.

38. In determining the amount of the Assessed Penalty, EPA has taken into account the factors specified in Section 14(a)(4) of FIFRA, 7 U.S.C. § 136(a)(4).
39. Respondent agrees to pay the Assessed Penalty within thirty (30) days of the Effective Date of this Consent Agreement and Final Order.
40. Respondent shall pay the Assessed Penalty and any interest, fees, and other charges due using any method, or combination of appropriate methods, as provided on the EPA website: <https://www.epa.gov/financial/makepayment>. For additional instructions see: <https://www.epa.gov/financial/additional-instructions-making-payments-epa>. Respondent acknowledges that EPA has provided adequate notification that, prior to the Effective Date, in accordance with Executive Order 14247: Modernizing Payments To and From America's Bank Account, EPA ceased accepting paper checks as a form of payment of civil penalties and EPA only accepts specific electronic methods of payments as provided on the above website.
41. When making a payment, Respondent shall:
- a. Identify every payment with Respondent's name and the docket number of this Consent Agreement, Docket No. FIFRA-03-2026-0265.
  - b. Concurrently with any payment or within 24 hours of any payment, Respondent shall serve Proof of Payment simultaneously by email to the following person(s):  
  
Jennifer Abramson  
Senior Assistant Regional Counsel  
[Abramson.Jennifer@epa.gov](mailto:Abramson.Jennifer@epa.gov),  
  
U.S. Environmental Protection Agency  
Cincinnati Finance Center  
[CINWD\\_AcctsReceivable@epa.gov](mailto:CINWD_AcctsReceivable@epa.gov),  
  
and  
  
U.S. EPA Region 3 Regional Hearing Clerk  
[R3\\_Hearing\\_Clerk@epa.gov](mailto:R3_Hearing_Clerk@epa.gov).
- "Proof of Payment" means, as applicable, confirmation of credit card or debit card payment, or confirmation of wire or automated clearinghouse transfer, and any other information required to demonstrate that payment has been made according to the EPA requirements, in the amount due, and identified with the appropriate docket number and Respondent's name.
42. Interest, Charges, and Penalties on Late Payments. Pursuant to 31 U.S.C. § 3717, 31 C.F.R. § 901.9, and 40 C.F.R. § 13.11, if Respondent fails to timely pay the full amount of

the Assessed Penalty per this Consent Agreement, the EPA is authorized to recover, in addition to the amount of the unpaid Assessed Penalty, the following amounts.

- a. Interest. Interest begins to accrue from the Effective Date of this Consent Agreement. If the Assessed Penalty is paid in full within thirty (30) days, interest accrued is waived. If the Assessed Penalty is not paid in full within thirty (30) days, interest will continue to accrue until any unpaid portion of the Assessed Penalty as well as any interest, penalties, and other charges are paid in full. To protect the interests of the United States, the rate of interest is set at the Internal Revenue Service ("IRS") standard underpayment rate, any lower rate would fail to provide Respondent adequate incentive for timely payment.
  - b. Handling Charges. Respondent will be assessed monthly a charge to cover the EPA's costs of processing and handling overdue debts. If Respondent fails to pay the Assessed Penalty in accordance with this Consent Agreement, the EPA will assess a charge to cover the costs of handling any unpaid amounts for the first thirty (30) day period after the Effective Date. Additional handling charges will be assessed every thirty (30) days, or any portion thereof, until the unpaid portion of the Assessed Penalty as well as any accrued interest, penalties, and other charges are paid in full.
  - c. Late Payment Penalty. A late payment penalty of six percent (6%) per annum, will be assessed monthly on all debts, including any unpaid portion of the Assessed Penalty, interest, penalties, and other charges, that remain delinquent more than ninety (90) days. Any such amounts will accrue from the Effective Date.
43. Late Penalty Actions. In addition to the amounts described in the prior Paragraph, if Respondent fails to timely pay any portion of the Assessed Penalty, interest, or other charges and penalties per this Consent Agreement, the EPA may take additional actions. Such actions the EPA may take include, but are not limited to, the following.
- a. Refer the debt to a credit reporting agency or a collection agency, per 40 C.F.R. §§ 13.13 and 13.14.
  - b. Collect the debt by administrative offset (i.e., the withholding of money payable by the United States government to, or held by the United States government for, a person to satisfy the debt the person owes the United States government), which includes, but is not limited to, referral to the Internal Revenue Service for offset against income tax refunds, per 40 C.F.R. Part 13, Subparts C and H.
  - c. Suspend or revoke Respondent's licenses or other privileges, or suspend or disqualify Respondent from doing business with the EPA or engaging in programs the EPA sponsors or funds, per 40 C.F.R. § 13.17.
  - d. Refer this matter to the United States Department of Justice for litigation and collection, per 40 C.F.R. § 13.33.

44. Allocation of Payments. Pursuant to 31 C.F.R. § 901.9(f) and 40 C.F.R. § 13.11(d), a partial payment of debt will be applied first to outstanding handling charges, second to late penalty charges, third to accrued interest, and last to the principal that is the outstanding Assessed Penalty amount.
45. Tax Treatment of Penalties. Penalties, interest, and other charges paid pursuant to this Consent Agreement shall not be deductible for purposes of federal taxes.

#### **GENERAL SETTLEMENT CONDITIONS**

46. The Parties consent to service of the Final Order by e-mail at the following valid email addresses: [Abramson.Jennifer@epa.gov](mailto:Abramson.Jennifer@epa.gov) (for Complainant), and [amy.waite@faegredrinker.com](mailto:amy.waite@faegredrinker.com) (for Respondent).
47. By signing this Consent Agreement, Respondent acknowledges that this Consent Agreement and Final Order will be available to the public and represents that, to the best of Respondent's knowledge and belief, this Consent Agreement and Final Order does not contain any confidential business information or personally identifiable information from Respondent.
48. Respondent certifies that any information or representation it has supplied or made to the EPA concerning this matter was, at the time of submission true, accurate, and complete and that there has been no material change regarding the truthfulness, accuracy or completeness of such information or representation. The EPA shall have the right to institute further actions to recover appropriate relief if the EPA obtains evidence that any information provided and/or representations made by Respondent to the EPA regarding matters relevant to this Consent Agreement and Final Order, are false or, in any material respect, inaccurate. This right shall be in addition to all other rights and causes of action that the EPA may have, civil or criminal, under law or equity in such event. Respondent and its officers, directors and agents are aware that the submission of false or misleading information to the United States government may subject a person to separate civil and/or criminal liability.

#### **CERTIFICATION OF COMPLIANCE**

49. Respondent certifies to the EPA, upon personal investigation and to the best of its knowledge and belief, that it currently is in compliance with regard to the violations alleged in this Consent Agreement.

#### **OTHER APPLICABLE LAWS**

50. Nothing in this Consent Agreement and Final Order shall relieve Respondent of its obligation to comply with all applicable federal, state, and local laws and regulations, nor shall it restrict the EPA's authority to seek compliance with any applicable laws or regulations, nor shall it be construed to be a ruling on the validity of any federal, state or local permit. This Consent Agreement and Final Order does not constitute a waiver,



suspension or modification of the requirements of FIFRA, or any regulations promulgated thereunder.

**RESERVATION OF RIGHTS**

51. This Consent Agreement and Final Order resolves only the EPA's claims for civil penalties for the specific violation[s] alleged against Respondent in this Consent Agreement and Final Order. The EPA reserves the right to commence action against any person, including Respondent, in response to any condition which the EPA determines may present an imminent and substantial endangerment to the public health, public welfare, or the environment. This settlement is subject to all limitations on the scope of resolution and to the reservation of rights set forth in Section 22.18(c) of the Consolidated Rules of Practice, 40 C.F.R. § 22.18(c). The EPA reserves any rights and remedies available to it under FIFRA, the regulations promulgated thereunder and any other federal law or regulation to enforce the terms of this Consent Agreement and Final Order after its effective date.

**EXECUTION /PARTIES BOUND**

52. This Consent Agreement and Final Order shall apply to and be binding upon the EPA, the Respondent and the officers, directors, employees, contractors, successors, agents and assigns of Respondent. By providing the signature below, the person who signs this Consent Agreement on behalf of Respondent is acknowledging that the person signing is fully authorized by the Respondent to execute this Consent Agreement and to legally bind Respondent to the terms and conditions of this Consent Agreement and Final Order.

**EFFECTIVE DATE**

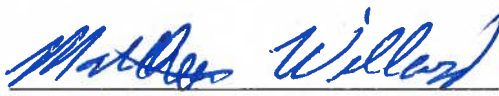
53. The effective date of this Consent Agreement and Final Order ("Effective Date") is the date on which the Final Order, signed by the Regional Administrator of the EPA, Region 3, or the Regional Administrator's designee, the Regional Judicial Officer, is filed along with the Consent Agreement with the Regional Hearing Clerk pursuant to the Consolidated Rules of Practice.

**ENTIRE AGREEMENT**

54. This Consent Agreement and Final Order constitutes the entire agreement and understanding between the Parties regarding settlement of all claims for civil penalties pertaining to the specific violations alleged herein and there are no representations, warranties, covenants, terms, or conditions agreed upon between the Parties other than those expressed in this Consent Agreement and Final Order.

For Respondent: Willard Agri-Service, LLC f/k/a Willard Agri-Service of Greenwood LLC

Date: 6-16-26

By:   
Mathew Willard, Owner  
Willard Agri-Service, LLC

For the Complainant:

After reviewing the Consent Agreement and other pertinent matters, I, the undersigned Acting Director of the Enforcement & Compliance Assurance Division of the United States Environmental Protection Agency, Region 3, agree to the terms and conditions of this Consent Agreement and recommend that the Regional Administrator, or the Regional Administrator's designee, the Regional Judicial Officer, issue the attached Final Order.

By: \_\_\_\_\_  
[Digital Signature and Date]  
Acting Director  
Enforcement & Compliance Assurance Division  
U.S. EPA – Region 3  
Complainant

Attorney for Complainant:

By: \_\_\_\_\_  
[Digital Signature and Date]  
Jennifer Abramson  
Senior Assistant Regional Counsel  
U.S. EPA – Region 3

UNITED STATES ENVIRONMENTAL PROTECTION AGENCY  
REGION 3  
Philadelphia, Pennsylvania 19103

FILED

Jul 07, 2026

2:22 pm

U.S. EPA REGION 3  
HEARING CLERK

In the Matter of:

Willard Agri-Service, LLC f/k/a Willard  
Agri-Service of Greenwood LLC  
22272 South DuPont Highway  
Greenwood, DE 19950

Respondent.

:  
:  
: U.S. EPA Docket No. FIFRA-03-2026-0265  
:  
: Proceeding under Section 14(a) of the Federal  
: Insecticide, Fungicide and Rodenticide Act,  
: 7 U.S.C. § 136/(a)

**FINAL ORDER**

Pursuant to the Consolidated Rules of Practice Governing the Administrative Assessment of Civil Penalties and the Revocation/Termination or Suspension of Permits, 40 C.F.R. Part 22 (with specific reference to Sections 22.13(b) and 22.18(b)(2) and (3), the Consent Agreement resolving this matter is hereby ratified and incorporated by reference into this Final Order.

The Respondent is hereby **ORDERED** to comply with all of the terms of the Consent Agreement.

The effective date of the foregoing Consent Agreement and this Final Order is the date on which this Final Order is filed with the Regional Hearing Clerk.

By: \_\_\_\_\_  
Regional Judicial and Presiding Officer  
U.S. EPA, Region 3

**UNITED STATES ENVIRONMENTAL PROTECTION AGENCY  
REGION 3  
Philadelphia, Pennsylvania 19103**

In the Matter of: :

Willard Agri-Service, LLC f/k/a Willard : U.S. EPA Docket No. FIFRA-03-2026-0265  
Agri-Service of Greenwood LLC :  
22272 South DuPont Highway : Proceeding under Section 14(a) of the Federal  
Greenwood, DE 19950 : Insecticide, Fungicide and Rodenticide Act,  
: 7 U.S.C. § 136/(a)

Respondent.

---

**CERTIFICATE OF SERVICE**

I certify that the foregoing ***Consent Agreement and Final Order*** was filed with the EPA Region 3 Regional Hearing Clerk on the date that has been electronically stamped on the ***Consent Agreement and Final Order***. I further certify that on the date set forth below, I caused to be served a true and correct copy of the foregoing to each of the following persons, in the manner specified below, at the following addresses:

Copies served via email to:

Mathew Willard, Owner  
Willard Agri-Service, LLC  
[mattw@willardag.com](mailto:mattw@willardag.com)  
22272 South DuPont Highway  
Greenwood, DE 19950

Amy L. Waite  
Faegre Drinker Biddle & Reath LLP  
[amy.waite@faegredrinker.com](mailto:amy.waite@faegredrinker.com)  
300 N. Meridian Street, Suite 2500  
Indianapolis, Indiana 46204

Jennifer Abramson  
Senior Assistant Regional Counsel  
U.S. EPA, Region 3  
[Abramson.Jennifer@epa.gov](mailto:Abramson.Jennifer@epa.gov)

Holly Raguza  
Senior Compliance Officer  
U.S. EPA, Region 3  
[Raguza.Holly@epa.gov](mailto:Raguza.Holly@epa.gov)

---

[Digital Signature and Date]  
Regional Hearing Clerk  
U.S. Environmental Protection Agency, Region 3