



UNITED STATES ENVIRONMENTAL PROTECTION AGENCY
REGION III
1650 Arch Street
Philadelphia, Pennsylvania 19103-2029

**CERTIFIED MAIL
RETURN RECEIPT REQUESTED**

Richard Higgs
Owner and CEO
Big 3 Packaging LLC
The Arsenal Building #209
1st Floor, B-230
2275 Bridge Street
Philadelphia PA 19137-2307

March 22, 2018

Re: Big 3 Packaging LLC
FIFRA-03-2018-0050

Dear Mr. Higgs:

Enclosed please find the final fully executed Consent Agreement and Final Order (“CAFO”) between the U.S. Environmental Protection Agency (EPA) and Big 3 Packaging LLC as well as a memorandum to the Regional Judicial Officer requesting him to execute the Final Order. Note that according to the CAFO’s Paragraph 40, the first penalty payment is due within thirty (30) days of the date on which this CAFO is mailed or hand-delivered to Big 3 Packaging LLC.

Thank you for your cooperation in this matter. If you have any questions, I can be reached at 215-814-2495.

Sincerely,

A handwritten signature in blue ink that reads "Philip Yeany".

Philip Yeany
Senior Assistant
Regional Counsel

Enclosures

cc: Kyla Townsend, EPA (w/o enclosures)
Regional Hearing Clerk (w/o enclosures)



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**BEFORE THE UNITED STATES
ENVIRONMENTAL PROTECTION AGENCY
REGION III**

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EPA REGION III PHILADELPHIA, PA

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RECEIVED

In the Matter of:	:	Consent Agreement and
	:	Final Order
	:	
Big 3 Packaging LLC	:	U.S. EPA Docket Number
2275 Bridge Street, Building #209	:	FIFRA-03-2018-0050
Philadelphia PA 19137-2307	:	
	:	
Respondent.	:	Proceeding Under Section 14 of the
	:	Federal Insecticide, Fungicide and
	:	Rodenticide Act, as amended, 7
	:	U.S.C. § 136f

CONSENT AGREEMENT

Preliminary Statement

This Consent Agreement is entered into by the Director, Land and Chemicals Division, U.S. Environmental Protection Agency, Region III ("Complainant"), and by Big 3 Packaging LLC ("Respondent"), pursuant to Section 14(a) of the Federal Insecticide, Fungicide, and Rodenticide Act ("FIFRA"), *as amended*, 7 U.S.C. § 136f(a), and Sections 22.13(b) and 22.18(b) of 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. §§ 22.13(b) and 22.18(b). This Consent Agreement ("CA") and the attached Final Order (collectively, "CAFO") resolve Complainant's civil penalty claims against the Respondent arising from the violations of FIFRA as alleged herein.

In accordance with 40 C.F.R. §§ 22.13(b), 22.18(b)(2), and (3), Complainant hereby simultaneously commences and resolves, as part of the settlement set forth herein, EPA's civil claims alleged in the Findings of Fact and Conclusions of Law of this Consent Agreement.

Jurisdiction

1. The U.S. Environmental Protection Agency has jurisdiction over the above-captioned matter pursuant to Section 14 of FIFRA, 7 U.S.C. § 136f; 40 C.F.R. Part 156; and 40 C.F.R. §§ 22.1(a)(1) and 22.4.

General Provisions

2. For purposes of this proceeding, the Respondent admits the jurisdictional allegations set forth in this CAFO.

3. Except as provided in Paragraph 2, above, for purposes of this proceeding, Respondent neither admits nor denies the specific factual allegations and conclusions of law set forth in this CAFO.
4. Respondent agrees not to contest the jurisdiction of the U.S. Environmental Protection Agency (“EPA”) with respect to the execution of this CA, the issuance of the attached Final Order, or the enforcement of this CAFO.
5. For the purposes of this proceeding only, Respondent hereby expressly waives any right to contest any issue of law or fact set forth in this CA and any right to appeal the accompanying Final Order.
6. Respondent consents to the issuance of this CAFO and agrees to comply with its terms.
7. Respondent shall bear its own costs and attorney’s fees.

EPA’s Findings of Fact and Conclusions of Law

8. In accordance with Sections 22.13(b) and 22.18(b)(2) and (3) of the *Consolidated Rules of Practice*, Complainant alleges and adopts the following findings of fact and conclusions of law:
9. Section 25(a)(1) of FIFRA, 7 U.S.C. § 136w(a)(1), authorizes EPA to prescribe regulations to carry out the provisions of FIFRA.
10. Within the meaning of Section 2(s) of FIFRA, 7 U.S.C. § 136(s), “person” means any individual, partnership, association, corporation, or any organized group of persons whether incorporated or not.
11. Respondent is a limited liability corporation, with a principal place of business located at 4201 Torresdale Avenue, Philadelphia, Pennsylvania. 19124.
12. Respondent is a “person” as defined in Section 2(s) of FIFRA, 7 U.S.C. § 136(s).
13. Within the meaning of Section 2(gg) of FIFRA, 7 U.S.C. § 136(gg), “distribute or sell” means to distribute, sell, offer for sale, hold for distribution, hold for sale, hold for shipment, ship, deliver for shipment, release for shipment, or receive and (having so received) deliver or offer to deliver.
14. Respondent is a “wholesaler, dealer, retailer or other distributor” subject to the assessment of a civil penalty under Section 14(a)(1) of FIFRA, 7 U.S.C. § 136l(a)(1).
15. Within the meaning of Section 2(t) of FIFRA, 7 U.S.C. § 136(t), the term “pest” includes “fungus,” “or viruses, bacteria, or other micro-organisms”

16. Within the meaning of Section 2(u) of FIFRA, 7 U.S.C. § 136(u), “pesticide” means, *inter alia*, “any substance or mixture of substances intended for preventing, destroying, repelling, or mitigating any pest.”
17. Pursuant to 40 C.F.R. § 152.15, “[a] substance is considered to be intended for a pesticidal purpose . . . if: (a) The person who distributes or sells the substance claims, states, or implies (by labeling or otherwise): (1) That the substance (either by itself or in combination with any other substance) can or should be used as a pesticide”
18. Pursuant to Section 3(a) of FIFRA, 7 U.S.C. § 136a(a), and 40 C.F.R. § 152.15, anyone (that is the “Registrant”) who is going to distribute or sell a pesticide for a pesticidal purpose to any person must register that pesticide with EPA.
19. In accordance with 40 C.F.R. § 152.132, a registered pesticide may be distributed or sold using another person's name and address instead of (or in addition to) the Registrant’s own.
20. In accordance with 40 C.F.R. 152.132, if the Registrant distributes or sells his registered product under another person's name and address instead of (or in addition to) his own, the distribution and sale is termed a “supplemental distribution” and the pesticide is referred to as a “distributor product.”
21. Pursuant to 40 C.F.R. § 152.132(e), if the Registrant voluntarily cancels a product’s registration, the cancellation applies to the registered product as well as all distributor products that are distributed or sold under that registration number.
22. On October 19, 2004, Mason Chemical Company registered the pesticide Marquat 64-NHQ (original registration”) with EPA with registration number EPA No. 10324-154.
23. On February 26, 2007, JBI Inc., doing business as Dickler Chemical Laboratories Inc. (“Dickler”), received EPA Product Registration Number 10324-154-63133 for the pesticide Quantum Pleasant as a supplemental registration for the Marquat 64-NHQ pesticide.
24. On April 26, 2011, Mason Chemical Company requested that the original registration for Marquat 64-NHQ, registration number EPA No. 10324-154, be cancelled.
25. On December 11, 2011, the Respondent was incorporated.
26. On February 9, 2012, the Respondent purchased from JBI Inc., among other things, the assets of Dickler including some inventory.
27. After purchasing the assets of Dickler, the Respondent twice manufactured additional quantities of Quantum Pleasant.

28. On May 24, 2013, September 4, 2013 and May 14, 2014, the Respondent sold containers of Quantum Pleasant to other parties.
29. At the time of the three sales referenced in Paragraph 28, each of the containers of Quantum Pleasant bore labels stating that Quantum Pleasant was, among other things, a "virucide," "fungicide," and "effective against a broad spectrum of bacteria."
30. As a result of the language, described in Paragraph 29, that claims, states or implies that Quantum Pleasant is a pesticidal product, at all times relevant to the violations alleged herein, Quantum Pleasant was a "pesticide" within the meaning of Section 2(u) of FIFRA, 7 U.S.C. § 136(u), and 40 C.F.R. § 152.3.

Count I
(Distribution or Sale of an Unregistered Pesticide)

31. The allegations of the preceding paragraphs are incorporated by reference as though fully set forth herein.
32. On two (2) occasions in 2013 and on one (1) occasion in 2014, Respondent distributed and/or sold Quantum Pleasant to a person.
33. At the time of each of the three sales, Quantum Pleasant was unregistered as a pesticide with EPA.
34. Such distribution and/or sale of an unregistered pesticide constitutes an unlawful act under Section 12(a)(1)(E) of FIFRA, 7 U.S.C. § 136j(a)(1)(E), for which penalties may be assessed pursuant to Section 14(a) of FIFRA, 7 U.S.C. § 136l(a).
35. Respondent's distributions and/or sales of the pesticide Quantum Pleasant on at least three (3) occasions constitute three separate unlawful acts under Section 12(a)(1)(A) 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. § 136l(a).

Civil Penalty

36. In settlement of the above-captioned action including Count I, Respondent consents to the assessment of a civil penalty of thirteen thousand seven hundred dollars and zero cents (\$ 13,700.00), which Respondent agrees to pay in accordance with the terms set forth below. Such civil penalty amount shall become due and payable immediately upon receipt by Respondent of a true and correct copy of the fully executed and filed CAFO. However, in accordance with 40 C.F.R. § 13.11(a)(1), EPA will not seek to recover interest on any amount of the penalty that is paid within thirty (30) calendar days after the date on which such interest begins to accrue.
37. The Parties represent that the settlement terms are reasonable and are based upon Complainant's consideration of a number of factors, including, but not limited to, the

statutory factors set forth in Section 14(a)(4) of FIFRA, 7 U.S.C. § 136l(a)(4), i.e., the size of Respondent's business, the effect of the penalty on Respondent's ability to continue in business, the gravity of the violation, and the Respondent's good faith efforts. These factors were applied to the particular facts and circumstances of this case with specific reference to EPA's December 2009 FIFRA Enforcement Response Policy Federal Insecticide, Fungicide, and Rodenticide Act and 40 C.F.R. Part 19.

38. By the signature below, Respondent's representative certifies that the information submitted to EPA regarding Respondent's ability to pay and regarding any other matter at issue in this proceeding, is accurate and not misleading. Respondent and its officers, directors and principals 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. Complainant reserves the right to seek and obtain appropriate relief if Complainant obtains evidence that the information provided and/or representations made by the Respondent to Complainant regarding Respondent's claim of inability to pay, or regarding any of other matter herein at issue, are false or, in any material respect, inaccurate.
39. The civil penalty of thirteen thousand seven hundred dollars and zero cents (\$ 13,700.00) set forth in Paragraph 36, above, may be paid in twelve (12) separate installments, with applicable interest at the rate of one per cent (1%) per annum on the outstanding principal balance, in accordance with the chart set out in Paragraph 41 and the payment schedule instructions. forth below
40. The first payment is due within thirty (30) days of the date on which this CAFO is mailed or hand-delivered to Respondent. The Respondent shall make each subsequent payment on the first day of the month of each following month until the principal and interest are paid.
41. The Respondent will pay a total civil penalty of thirteen thousand seven hundred dollars (\$ 13,700.00) and a total interest payment of sixty-three dollars and fifty-two cents (\$ 63.52). in accordance with the following table:

Payment	Principal	Interest	Payment Amount
1	\$1,146.96	\$0.00	\$1,146.96
2	\$1,136.50	\$10.46	\$1,146.96
3	\$1,137.13	\$9.83	\$1,146.96
4	\$1,138.11	\$8.85	\$1,146.96
5	\$1,139.85	\$7.11	\$1,146.96
6	\$1,140.07	\$6.89	\$1,146.96
7	\$1,141.24	\$5.72	\$1,146.96
8	\$1,142.03	\$4.93	\$1,146.96
9	\$1,143.14	\$3.82	\$1,146.96
10	\$1,144.00	\$2.96	\$1,146.96
11	\$1,144.99	\$1.97	\$1,146.96
12	\$1,145.98	\$0.98	\$1,146.96

Payment	Principal	Interest	Payment Amount
Total:	\$13,700.00	\$63.52	\$13,763.52

42. If Respondent fails to make timely payment of any one of the required installment payments in accordance with the schedule set forth in Paragraphs 40 and 41, the entire unpaid balance of the penalty and all accrued interest shall become due immediately upon such failure, and Respondent shall immediately pay the entire remaining principal balance of the civil penalty along with any interest that has accrued up to the time of such payment. In addition, Respondent shall be liable for, and shall pay, administrative handling charges and late payment penalty charges as described in Paragraphs 47, 48, and 49, below, in the event of any such failure or default.
43. Respondent may elect at any time after commencing the payments under the installment schedule to pay the entire remaining principal together with the accrued interest to the date of such full payment.
44. Respondent shall remit payment for the civil penalty set forth in Paragraph 36, above, and/or any administrative fees and late payment penalties due, in accordance with Paragraphs 47, 48, and 49, below, by either cashier's check, certified check, or electronic wire transfer, in the following manner:
- a. All payments by Respondent shall reference Respondent's name and address, and the Docket Number of this action, *i.e.*, **FIFRA-03-2018-0050**;
 - b. All checks shall be made payable to "**United States Treasury**";
 - c. All payments made by check and sent by regular mail shall be addressed and mailed to:

U.S. Environmental Protection Agency
Cincinnati Finance Center
P.O. Box 979077
St. Louis, MO 63197-9000

Primary Contact: Craig Steffen, 513-487-2091
Secondary Contact: Contact: Heather Russell, 513-487-2044

- d. All payments made by check and sent by overnight delivery service shall be addressed and mailed to:

U.S. Environmental Protection Agency
Cincinnati Finance Center
P.O. Box 979077
1005 Convention Plaza
SL-MO-C2-GL
St. Louis, MO 63101

Contact: (314) 418-1028

- e. All payments made by check in any currency drawn on banks with no USA branches shall be addressed for delivery to:

Cincinnati Finance
US EPA, MS-NWD
26 W. M.L. King Drive
Cincinnati, OH 45268-0001

45. Respondent may also pay the civil penalty amount described in Paragraph 36, above, electronically or on-line as follows:

- a. All payments made by electronic wire transfer shall be directed to:

Federal Reserve Bank of New York
ABA = 021030004
Account = 68010727
SWIFT Address = FRNYUS33
33 Liberty Street
New York, NY 10045
(Field Tag 4200 of the wire transfer message should read:
"D 68010727 Environmental Protection Agency")

- b. All electronic payments made through the automated clearinghouse (ACH), also known as Remittance Express (REX), shall be directed to:

US Treasury REX / Cashlink ACH Receiver
ABA = 051036706
Account Number: 310006, Environmental Protection Agency
CTX Format Transaction Code 22 - Checking

Physical location of U.S. Treasury facility:
5700 Rivertech Court
Riverdale, MD 20737

Contact: John Schmid, (202) 874-7026
or Craig Steffen, 513-487-2091

- c. On-Line Payment Option:

WWW.PAY.GOV/PAYGOV

Enter sfo 1.1 in the search field. Open and complete the form.

d. Additional payment guidance is available at:

http://www.epa.gov/ocfo/finservices/make_a_payment.htm

46. At the same time that any payment is made, Respondent shall mail copies of any corresponding check, or provide written notification to:

Regional Hearing Clerk (3RC00)
U.S. EPA, Region III
1650 Arch Street
Philadelphia, PA 19103-2029

and

Philip Yeany
Sr. Asst. Regional Counsel (3RC50)
U.S. EPA, Region III
1650 Arch Street
Philadelphia, PA 19103-2029

47. Pursuant to 31 U.S.C. § 3717 and 40 C.F.R. § 13.11, EPA is entitled to assess interest and late payment penalties on outstanding debts owed to the United States and a charge to cover the costs of processing and handling a delinquent claim, as more fully described below. Accordingly, Respondent's failure to make timely payment or to comply with the conditions in this Consent Agreement and the attached Final Order shall result in the assessment of late payment charges including interest, penalties, and/or administrative costs of handling delinquent debts.
48. The costs of the EPA's administrative handling of overdue debts will be charged and assessed monthly throughout the period the debt is overdue. 40 C.F.R. § 13.11(b). Accordingly, pursuant to Appendix 2 of EPA's Resources Management Directives - Cash Management, Chapter 9, EPA will assess a \$15.00 charge for the first thirty (30) day period that the penalty payment is unpaid. EPA will charge an additional \$15.00 for each subsequent thirty (30) days that the penalty remains unpaid.
49. A late penalty payment of six percent (6%) per year will be assessed monthly on any portion of the civil penalty that remains delinquent for more than ninety (90) calendar days. 40 C.F.R. § 13.11(c). Should assessment of the penalty charge on the debt be required, it shall accrue from the first day payment is delinquent. 31 C.F.R. § 901.9(d).
50. The Respondent agrees not to deduct for federal tax purposes the civil monetary penalty specified in this Consent Agreement and the accompanying Final Order.
51. The person signing this CA on behalf of the Respondent certifies to Complainant that, upon investigation, to the best of their knowledge and belief, the Respondent is currently in compliance with all applicable requirements of FIFRA, 7 U.S.C. § 136 et seq.

Effect of Settlement

52. The settlement set forth in this CAFO shall constitute full and final satisfaction of all civil claims for penalties which Complainant may have against Respondent under Section 14(a) of FIFRA, 7 U.S.C. § 136l(a), for the specific violations alleged in herein. Compliance with this CAFO shall not be a defense to any action commenced at any time for any other violation of the federal laws and regulations administered by EPA.

Other Applicable Laws

53. Nothing in this CAFO shall relieve Respondent of its obligation to comply with all applicable federal, state, and local laws and regulations nor does this CAFO constitute a waiver, suspension or modification of the requirements of FIFRA, 7 U.S.C. § 136 *et seq.*, or any regulations promulgated thereunder.

Reservation of Rights

54. This CAFO resolves only EPA's civil claims for penalties for the specific violations of FIFRA alleged in this Consent Agreement. EPA reserves the right to commence action against any person, including Respondent, in response to any condition that EPA determines may present an imminent and substantial endangerment to the public health, public welfare, or the environment. In addition, 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*. Further, EPA reserves any rights and remedies available to it under FIFRA, the regulations promulgated thereunder, and any other Federal laws or regulations for which EPA has jurisdiction, to enforce the provisions of this CAFO, following its filing with the Regional Hearing Clerk.

Full and Final Satisfaction

55. This settlement shall constitute full and final satisfaction of all civil claims for penalties which Complainant may have under Section 14(a) of FIFRA, 7 U.S.C. § 136l(a), for the specific violations alleged in this CAFO.

Parties Bound

56. This CAFO shall apply to and be binding upon EPA, Respondent, and the successors and assigns of Respondent. By his or her signature below, the person signing this Consent Agreement on behalf of Respondent is acknowledging that he or she is fully authorized by Respondent to execute this Consent Agreement and to legally bind Respondent to the terms and conditions of this CAFO.

Effective Date

57. The effective date of this CAFO is the date on which the Consent Agreement and the Final Order, signed by the Regional Administrator, EPA, Region III, or his designee, the Regional Judicial Officer, are filed with the Regional Hearing Clerk pursuant to the *Consolidated Rules of Practice*.

Entire Agreement

58. This Consent Agreement and the accompanying Final Order constitute the entire agreement and understanding of the parties regarding settlement of all claims 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 CA and the attached Final Order.

In the Matter of:
Big 3 Packaging LLC

EPA Docket No. FIFRA-03-2018-0050

For Respondent:

Jan 22 2018

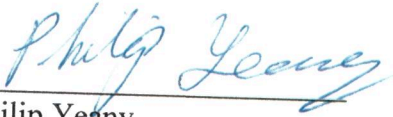
Date



President

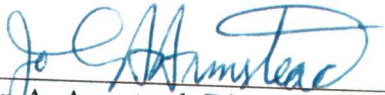
For Complainant:

2/22/18
Date


Philip Yeany
Senior Assistant Regional Counsel
U.S. EPA, Region III

After reviewing the foregoing Consent Agreement and other pertinent information, I hereby recommend that the Regional Administrator, or his designee, the Regional Judicial Officer, issue the attached Final Order.

3.6.18
Date


John A. Armstead, Director
Land and Chemicals Division
U.S. EPA, Region III

**BEFORE THE UNITED STATES
ENVIRONMENTAL PROTECTION AGENCY
REGION III**

In the Matter of:

Big 3 Packaging LLC
2275 Bridge Street, Building #209
Philadelphia PA 19137-2307

Respondent.

: **Consent Agreement and**
: **Final Order**
:
: **U.S. EPA Docket Number**
: **FIFRA-03-2018-0050**
:
: **Proceeding Under Section 14 of the**
: **Federal Insecticide, Fungicide and**
: **Rodenticide Act, as amended, 7**
: **U.S.C. § 136l**
:

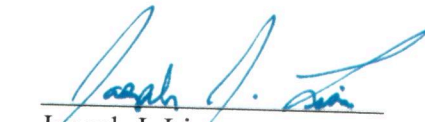
FINAL ORDER

Complainant, the Director, Land and Chemicals Division, U.S. Environmental Protection Agency, Region III, and Big 3 Packaging LLC ("Respondent") have executed a document entitled "Consent Agreement" which I hereby ratify as a Consent Agreement in accordance with 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. The terms of the foregoing Consent Agreement are accepted by the undersigned and incorporated herein as if set forth at length.

NOW, THEREFORE, PURSUANT TO 40 C.F.R. § 22.18(b)(3) and Section 14(a) of the Federal Insecticide, Fungicide and Rodenticide Act ("FIFRA"), as amended, 7 U.S.C. § 136l(a), and having determined, based on the representations of the parties in the attached Consent Agreement, that the civil penalty agreed to therein is based upon a consideration of the factors set forth in Section 14(a)(4) of FIFRA, 7 U.S.C. § 136l(a)(4), **IT IS HEREBY ORDERED** that Respondent pay a civil penalty of thirteen thousand seven hundred dollars and zero cents (\$ 13,700.00) plus any interest as set forth in the Consent Agreement, and to comply with the terms and conditions of the Consent Agreement.

The effective date of the foregoing Consent Agreement and this FINAL ORDER is the date on which the Consent Agreement and this FINAL ORDER are filed with the EPA Regional Hearing Clerk.

Date: March 13, 2018



Joseph J. Lisa
Regional Judicial Officer
U.S. EPA, Region III

UNITED STATES ENVIRONMENTAL PROTECTION AGENCY
REGION III
1650 Arch Street
Philadelphia, Pennsylvania 19103

SUBJECT: Settlement with Big 3 Packaging, LLC
EPA Docket No. FIFRA-03-2018-0050

DATE:

FROM: John A. Armstead 3.6.18
Director
Land and Chemicals Division (3LC00)

Mary B. Coe 2/28/18
Regional Counsel (3RC00)

TO: Joseph J. Lisa 3-13-2018
Regional Judicial Officer

EPA and Big 3 Packaging, LLC ("Respondent") have negotiated the attached Super Consent Agreement and Final Order ("SCAFO") in settlement of a Federal Insecticide, Fungicide, and Rodenticide Act ("FIFRA"), 7 U.S.C. § 136 *et seq.*, enforcement matter. The Director of the Land and Chemicals Division and a Senior Assistant Regional Counsel have signed the Consent Agreement section of the SCAFOs.

In accordance with FIFRA, the primary registrant for a pesticide must register the pesticide with EPA. Another person may distribute or sell the registered pesticide instead of (or in addition to) the primary registrant. If another person distributes or sells the registered product under their name instead of (or in addition to) the primary registrant, the distribution and sale is termed a "supplemental distribution," the other person is a supplemental distributor, and the pesticide is referred to as a "distributor product." If the Registrant voluntarily cancels a product's registration, the cancellation applies to the registered product as well as all distributor products that are distributed or sold under that registration number.

The Region alleges that on October 19, 2004, Mason Chemical Company ("Mason") registered the pesticide Marquat 64-NHQ ("original registration") with EPA. On February 26, 2007, Dickler Chemical Laboratories, Inc. (Respondent's predecessor company) received an EPA registration for the pesticide Quantum Pleasant as a supplemental registration for Marquat 64-NHQ. On April 26, 2011, Mason requested the cancellation of Marquat 64-NHQ's original registration. On February 9, 2012, the Respondent purchased its predecessor's assets, including the inventory of Quantum Pleasant. On May 24, 2013, September 4, 2013 and May 14, 2014, the Respondent sold containers of Quantum Pleasant, which at that time was an unregistered pesticide, to other parties for pesticidal purposes.

In settlement, the Respondent has agreed to pay a penalty of \$ 13,700.00 over a twelve-month period. The Region agreed to the penalty based upon the statutory factors set forth in Section 14(a)(4) of FIFRA, 7 U.S.C. § 361(a)(4), and other settlement adjustment factors set forth in the *FIFRA Enforcement Response Policy*, dated December 2009 (*FIFRA Penalty Policy*). As required by Section 14(a)(4) of FIFRA, we considered the appropriateness of the penalty to the size

of the Respondent's business, the effect of the penalty on the Respondent's ability to continue in business, and the gravity of the violation.

Richard Higgs is the CEO of Big 3 Packaging and the Region's primary contact for this matter. His email address is RHiggs@big3packaging.com. According to the company's web site, the main office telephone is 215-743-4201.

We request that you sign the Final Order of the attached SCAFO and return them to the Office of Regional Counsel.

Attachment

cc: Richard Higgs (Big 3 Packaging, LLC)
Kyla Townsend-McIntyre (EPA)
Philip Yeany (EPA)

CERTIFICATE OF SERVICE

I hereby certify that on this day, I filed with the Regional Hearing Clerk, EPA Region III, the original Consent Agreement and Final Order and accompanying memorandum to the Regional Judicial Officer. I sent a copy of these documents to the following individual in the manner described below:

By certified mail, return receipt requested:

Richard Higgs
Owner and CEO
Big 3 Packaging LLC
The Arsenal Building #209
1st Floor, B-230
2275 Bridge Street
Philadelphia PA 19137-2307

Date: _____

3/22/16

Philip Yeany
Philip Yeany
Senior Assistant Regional Counsel
US EPA Region III

RECEIVED
REGIONAL HEARING CLERK
EPA REGION III PHILADELPHIA, PA

2016 MAR 22 PM 1:19

RECEIVED