

FILED

May 27, 2025

7:55 A.M. PST

**U.S. EPA REGION 10
HEARING CLERK**

BEFORE THE
UNITED STATES ENVIRONMENTAL PROTECTION AGENCY

In the Matter of:) DOCKET NO. FIFRA-10-2025-0056
)
COSTCO WHOLESALE CORP.,) **CONSENT AGREEMENT**
)
Issaquah, Washington,)
)
Respondent.)
)

I. STATUTORY AUTHORITY

1.1. This Consent Agreement is issued under the authority vested in the Administrator of the U.S. Environmental Protection Agency ("EPA") by Section 14(a) of the Federal Insecticide, Fungicide, and Rodenticide Act ("FIFRA"), 7 U.S.C. § 136l(a).

1.2. Pursuant to Section 14(a) of FIFRA, 7 U.S.C. § 136l(a), and in accordance with the "Consolidated Rules of Practice Governing the Administrative Assessment of Civil Penalties," 40 C.F.R. Part 22, EPA issues, and Costco Wholesale Corporation ("Respondent") agrees to issuance of, the Final Order attached to this Consent Agreement ("Final Order").

II. PRELIMINARY STATEMENT

2.1. In accordance with 40 C.F.R. §§ 22.13(b) and 22.18(b), issuance of this Consent Agreement commences this proceeding, which will conclude when the Final Order becomes effective.

2.2. The Director of the Enforcement and Compliance Assurance Division, EPA Region 10 ("Complainant") has been delegated the authority pursuant to Section 14(a) of FIFRA,

7 U.S.C. § 136l(a), to sign consent agreements between EPA and the party against whom an administrative penalty for violations of FIFRA is proposed to be assessed.

2.3. Part III of this Consent Agreement contains a concise statement of the factual and legal basis for the alleged violations of FIFRA together with the specific provisions of FIFRA and the implementing regulations that Respondent is alleged to have violated.

III. ALLEGATIONS

3.1. Section 2(s) of FIFRA, 7 U.S.C. § 136(s), defines a “person” as “any individual, partnership, association, corporation, or any organized group of persons whether incorporated or not.”

3.2. Section 2(t) of FIFRA, 7 U.S.C. § 136(t), defines a “pest” as “any insect, rodent, nematode, fungus, weed, or . . . any other form of terrestrial or aquatic plant or animal life or virus, bacteria, or other micro-organism (except viruses, bacteria, or other micro-organisms on or in living man or other living animals) which the Administrator declares to be a pest under section [25(c)(1) of FIFRA].”

3.3. The regulation at 40 C.F.R. § 152.5 declares several kinds of organisms, including microorganisms like bacteria and viruses, “under circumstances that make [them] deleterious to man or the environment,” as “pests.”

3.4. Section 2(u) of FIFRA, 7 U.S.C. § 136(u), defines a “pesticide,” in part, as “any substance or mixture of substances intended for preventing, destroying, repelling, or mitigating any pest.”

3.5. The regulation at 40 C.F.R. § 152.3, defines “pesticide product” as “a pesticide in the particular form (including composition, packaging, and labeling) in which the pesticide is, or is intended to be, distributed or sold.”

3.6. The regulation at 40 C.F.R. § 152.15 states that “a substance is considered to be intended for a pesticidal purpose, and thus to be a pesticide requiring registration, if: (a) the person who distributes or sells the substance claims, states, or implies (by labeling or otherwise) that the substance can or should be used as a pesticide; . . . (b) the substance consists of or contains one or more active ingredients and has no significant commercially valuable use as distributed or sold other than use for pesticidal purpose (by itself or in combination with any other substances); . . . or (c) the person who distributes or sells the substance has actual or constructive knowledge that the substance will be used, or is intended to be used, for a pesticidal purpose.”

3.7. Section 2(h) of FIFRA, 7 U.S.C. § 136(h), defines a “device,” as “any instrument or contrivance (other than a firearm) which is intended for trapping, destroying, repelling, or mitigating any pest or any other form of plant or animal life (other than man and other than bacteria, virus, or other microorganism on or in living man or other living animals); but not including equipment used for the application of pesticides when sold separately therefrom.”

3.8. The regulation at 40 C.F.R. § 152.500(b) states, in part, that “[a] device is subject to the requirements set forth in: (1) FIFRA sec. 2(q)(1) and part 156 of this chapter, with respect to labeling; . . . (5) FIFRA sec. 12, 13, and 14, with respect to violations, enforcement activities, and penalties; (6) FIFRA sec. 17, with respect to import and export of devices”

3.9. Section 2(p)(1) of FIFRA, 7 U.S.C. § 136(p)(1), defines “label” as “the written, printed, or graphic matter on, or attached to, the pesticide or device or any of its containers or wrappers.”

3.10. Section 2(p)(2) of FIFRA, 7 U.S.C. § 136(p)(2), defines “labeling” as “all labels and all other written, printed, or graphic matter (A) accompanying the pesticide or device at any

time; or (B) to which reference is made on the label or in literature accompanying the pesticide or device”

3.11. Section 2(gg) of FIFRA, 7 U.S.C § 136(gg), defines “to distribute or sell” as “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.”

3.12. The regulation at 40 C.F.R. § 152.3 further defines “distribute or sell” as “the acts of distributing, selling, offering for sale, holding for sale, shipping, holding for shipment, delivering for shipment, or receiving and (having so received) delivering or offering to deliver, or releasing for shipment to any person in any State.”

3.13. Section 2(q)(1)(A) of FIFRA, 7 U.S.C § 136(q)(1)(A), states that “[a] pesticide is misbranded” under several circumstances, including when “its labeling bears any statement, design, or graphic representation relative thereto or to its ingredients which is false or misleading in any particular.”

3.14. The regulation at 40 C.F.R. § 156.10(a)(5) states that “a pesticide or a device declared subject to the Act pursuant to § 152.500, is misbranded if its labeling is false or misleading in any particular including both pesticidal and non-pesticidal claims. Examples of statements or representations in the labeling which constitute misbranding include:

- (i) A false or misleading statement concerning the composition of the product;
- (ii) A false or misleading statement concerning the effectiveness of the product as a pesticide or device;
- (iii) A false or misleading statement about the value of the product for purposes other than as a pesticide or device;

- (iv) A false or misleading comparison with other pesticides or devices;
- (v) Any statement directly or indirectly implying that the pesticide or device is recommended or endorsed by any agency of the Federal Government;
- (vi) The name of a pesticide which contains two or more principal active ingredients if the name suggests one or more but not all such principal active ingredients even though the names of the other ingredients are stated elsewhere in the labeling;
- (vii) A true statement used in such a way as to give a false or misleading impression to the purchaser;
- (viii) Label disclaimers which negate or detract from labeling statements required under the Act and these regulations;
- (ix) Claims as to the safety of the pesticide or its ingredients, including statements such as 'safe,' 'nonpoisonous,' 'noninjurious,' 'harmless' or 'nontoxic to humans and pets' with or without such a qualifying phrase as 'when used as directed'; and
- (x) Non-numerical and/or comparative statements on the safety of the product, including but not limited to:
 - (A) 'Contains all natural ingredients';
 - (B) 'Among the least toxic chemicals known'
 - (C) 'Pollution approved'”

3.15. The importation of pesticides and devices into the United States is governed by Section 17(c) and (e) of FIFRA, 7 U.S.C. § 136o(c) and (e), and the regulations found at 19 C.F.R. Part 12.

3.16. The regulation at 19 C.F.R. § 12.111 states that certain imported pesticides are required to be registered under the provisions of Section 3 of FIFRA, 7 U.S.C. § 136a, and under

the regulations at 40 C.F.R. part 152 before being permitted entry into the United States. It also states that devices, although not required to be registered, must not bear any statement, design, or graphic representation that is false or misleading in any particular.

3.17. The regulation at 19 C.F.R. § 12.112(a) states in part that an importer or the importer's agent desiring to import pesticides or devices into the United States shall submit to the Administrator, prior to the arrival of the shipment in the United States, a Notice of Arrival of Pesticides and Devices (NOA).

3.18. The regulation at 19 C.F.R. § 101.1 defines an importer as, "the person primarily liable for the payment of any duties on the merchandise, or an authorized agent acting on his behalf. The importer may be: (1) The consignee, or (2) The importer of record, or (3) The actual owner of the merchandise, . . . or (4) The transferee of the merchandise"

3.19. Section 13(a) of FIFRA, 7 U.S.C. § 136k(a), authorizes EPA to issue an order prohibiting the sale, use, or removal of any pesticide or device by any person who owns, controls, or has custody of such pesticide or device whenever there is reason to believe that, inter alia, the pesticide or device is in violation of any provision of FIFRA or the pesticide or device has been or is intended to be distributed or sold in violation of any provision of FIFRA.

3.20. Section 3(a) of FIFRA, 7 U.S.C. § 136a(a), provides, "[e]xcept as provided by this subchapter, no person in any State may distribute or sell to any person any pesticide that is not registered under this subchapter."

3.21. Pursuant to Section 12(a)(1)(A) of FIFRA, 7 U.S.C. § 136j(a)(1)(A), it is unlawful for any person in any State to distribute or sell to any person any pesticide that is not registered under Section 3 of FIFRA.

3.22. Pursuant to Section 12(a)(1)(F) of FIFRA, 7 U.S.C. § 136j(a)(1)(F), it is unlawful for any person in any State to distribute or sell to any person any device which is misbranded.

3.23. Pursuant to Section 12(a)(2)(N) of FIFRA, 7 U.S.C. § 136j(a)(2)(N), it is unlawful for any person who is a registrant, wholesaler, dealer, retailer or other distributor to fail to file reports required by FIFRA.

3.24. Pursuant to Section 12(a)(2)(I) of FIFRA, 7 U.S.C. § 136j(a)(2)(I), it is unlawful for any person to violate any order issued under Section 13 of FIFRA, 7 U.S.C. § 136k.

3.25. Pursuant to Section 14(a)(1) of FIFRA, 7 U.S.C. § 136l(a)(1), and 40 C.F.R. part 19, EPA may assess a civil penalty of not more than \$24,885 for each violation.

Distribution of Unregistered Pesticide Products Allegations

3.26. Respondent is a corporation headquartered in the State of Washington. Therefore, Respondent is a “person” as that term is defined in Section 2(s) of FIFRA, 7 U.S.C. § 136(s).

3.27. Between January 1, 2022, and May 2, 2023, at one of its store locations at 3150 Fostoria Way, Danville, California 94526, Respondent “distributed or sold,” as defined by Section 2(gg) of FIFRA, 7 U.S.C. § 136(gg), 2,093 units of Boss Antimicrobial Work Gloves with Cool Max Technology (“Boss Antimicrobial Work Gloves”).

3.28. The labels of the Boss Antimicrobial Work Gloves contained the following language:

- a. “Antimicrobial”;
- b. “Men’s Antimicrobial Work Gloves”;
- c. “Boss Antimicrobial Work Gloves”; and
- d. “Antimicrobial treatment helps reduce the presence of microbes, such as bacteria and mold.”

3.29. The Boss Antimicrobial Work Gloves were treated with an EPA-registered antimicrobial pesticide.

3.30. The Boss Antimicrobial Work Gloves were “pesticides” as defined by Section 2(u) of FIFRA, 7 U.S.C. § 136(u), and were required to be registered with EPA before being distributed or sold pursuant to Section 3a(a), 7 U.S.C. § 136a(a), and 40 C.F.R. § 152.15.

3.31. At no time were the Boss Antimicrobial Work Gloves registered with EPA under Section 3 of FIFRA, 7 U.S.C. § 136a.

3.32. Therefore, between January 1, 2022, and May 2, 2023, Respondent distributed or sold unregistered pesticides 2,093 times in violation of Section 12(a)(1)(A) of FIFRA, 7 U.S.C. § 136j(a)(1)(A).

Distribution of Misbranded Devices Allegations

3.33. On 108 occasions between November 11, 2021, and April 1, 2022, Respondent “distributed or sold,” as defined by Section 2(gg) of FIFRA, 7 U.S.C. § 136(gg), units of the Winix Air Purifier, Model C545 (“C545 devices”), an air filter product, by importing them into the United States.

3.34. The label and labeling of the imported C545 devices contained the following language and graphics:

- a. “Air Purifier”;
- b. “PlasmaWave ® Reduces Airborne Bacteria¹ & Influenza A Virus²”;
- c. “PlasmaWave ® Technology helps to reduce the presence of airborne Bacteria¹ & Influenza A Virus²”;

- d. “¹Tested against P. aeruginosa, Salmonella typhimurium, E. Coli, and Staph A. in a 4m³ chamber and unit must operate continuously for 1 hour to achieve 99.9% reduction”;
- e. “²Tested against Influenza A Virus H3N2 in a 1m³ chamber and unit must operate continuously for 1 hour to achieve 99.6% reduction”;
- f. “True HEPA Filter Captures 99.97% ... Mold Spores [with graphic] ... Bacteria [with graphic]”;
- g. “PlasmaWave ® Technology helps reduce the presence of airborne Bacteria and Viruses*”; and
- h. “*Independent laboratory test show a 99.9% of reduction in Influenza A Virus H3N2, E. Coli, Pseudomonas Aeruginosa, Staphylococcus Aureus, Salmonella Typhimurium.”

3.35. The labeling of the imported C545 devices contained the following false or misleading claims:

- a. “¹Tested against ... E. Coli ... in a 4m³ chamber and unit must operate continuously for 1 hour to achieve 99.9% reduction,” and “Independent laboratory test show a 99.9% reduction in ... E. Coli”;
- b. “²Tested against Influenza A Virus H3N2 in a 1m³ chamber and unit must operate continuously for 1 hour to achieve 99.6% reduction; and
- c. “Air Purifier optimal for rooms, up to 360 sq. ft.,” “360 SQ. FT.,” and “Verified Room Size: 360 sq. ft.”.

3.36. The imported C545 devices described above were intended for a pesticidal purpose and were “devices” as defined by Section 2(h) of FIFRA, 7 U.S.C. § 136(h).

3.37. The imported C545 devices described above were “misbranded” as defined by Section 2(q)(1)(A) of FIFRA, 7 U.S.C. § 136(q)(1)(A), and 40 C.F.R. § 156.10(a)(5).

3.38. Therefore, between November 11, 2021, and April 1, 2022, Respondent distributed or sold misbranded devices 108 times in violation of Section 12(a)(1)(F) of FIFRA, 7 U.S.C. § 136j(a)(1)(F).

Failure to File Notices of Arrival Allegations

3.39. Respondent was the importer of record, and therefore, a “distributor” per section 12(a)(2)(N) of FIFRA, 7 U.S.C. § 136j(a)(2)(N), for 106 import shipments into the United States between September 15, 2021, and April 1, 2022, of C545 devices (“Imports”).

3.40. Respondent failed to file Notices of Arrival of Pesticides and Devices (NOAs) for those Imports as required by FIFRA.

3.41. Therefore, Respondent failed to file reports as required by FIFRA on 106 occasions, in violation of Section 12(a)(2)(N) of FIFRA, 7 U.S.C. § 136j(a)(2)(N).

Violation of SSURO Allegations

3.42. On March 16, 2022, EPA issued a Stop Sale, Use, or Removal Order (“Order”) to Costco pursuant to the authority in FIFRA section 13(a), 7 U.S.C. § 136k(a), ordering it to stop any distribution or sale of the misbranded C545 devices.

3.43. Between June 29, 2022, and August 3, 2022, Respondent sold or distributed misbranded C545 devices that were subject to the SSURO without EPA authorization on 1,419 occasions.

3.44. Therefore, Respondent violated the terms of an Order issued pursuant to Section 13(a), 7 U.S.C. § 136k(a), 1,419 times, in violation of Section 12(a)(2)(I) of FIFRA, 7 U.S.C. § 136j(a)(2)(I).

IV. TERMS OF SETTLEMENT

4.1. Respondent admits the jurisdictional allegations of this Consent Agreement.

4.2. Respondent neither admits nor denies the specific factual allegations contained in this Consent Agreement.

4.3. In determining the amount of penalty to be assessed, EPA has taken into account the factors specified in Section 14(a)(4) of FIFRA, 7 U.S.C. § 136l(a)(4). After considering all of these factors, EPA has determined that an appropriate penalty to settle this action is \$3,066,724 (the "Assessed Penalty"). Respondent consents to the assessment of the Assessed Penalty to settle this action.

4.4. Respondent agrees to pay the Assessed Penalty within 30 days of the effective date of the Final Order.

4.5. Payments under this Consent Agreement and the Final Order may be paid by check (mail or overnight delivery), wire transfer, ACH, or online payment. Payment instructions are available at: <https://www.epa.gov/financial/makepayment>. Payments made by check must be payable to the order of "Treasurer, United States of America" and delivered to the following address:

*Address format for standard delivery
(no delivery confirmation requested):*

U.S. Environmental Protection Agency
P.O. Box 979078
St. Louis, MO 63197-9000

*Address format for signed receipt confirmation
(FedEx, DHL, UPS, USPS certified, registered,
etc):*

U.S. Environmental Protection Agency
Government Lockbox 979078
3180 Rider Trail S.
Earth City, MO 63045

Respondent must note on the check the title and docket number of this action.

4.6. Concurrently with payment, Respondent must serve photocopies of the check, or proof of other payment method, described in Paragraph 4.5 on the Regional Hearing Clerk and EPA Region 10 at the following addresses:

Regional Hearing Clerk
U.S. Environmental Protection Agency
Region 10
R10_RHC@epa.gov

Martin Lovato
U.S. Environmental Protection Agency
Region 10
Lovato.Martin@epa.gov

4.7. If Respondent fails to pay any portion of the Assessed Penalty in full by its due date, the entire unpaid balance of the Assessed Penalty and accrued interest shall become immediately due and owing. If such a failure to pay occurs, Respondent may be subject to a civil action under Section 14(a)(5) of FIFRA, 7 U.S.C. § 136l(a)(5), to collect any unpaid penalties, together with interest, handling charges, and nonpayment penalties, as set forth below.

4.8. If Respondent fails to pay any portion of the Assessed Penalty in full by its due date, Respondent shall also be responsible for payment of the following amounts:

4.8.1. Interest. Pursuant to 31 U.S.C. § 3717(a)(1), any unpaid portion of the Assessed Penalty shall bear interest at the rate established by the Secretary of the Treasury from the effective date of the Final Order contained herein, provided, however, that no interest shall be payable on any portion of the Assessed Penalty that is paid within 30 days of the effective date of the Final Order contained herein.

4.8.2. Handling Charge. Pursuant to 31 U.S.C. § 3717(e)(1), a monthly handling charge of \$15 shall be paid if any portion of the Assessed Penalty is more than 30 days past due.

4.8.3. Nonpayment Penalty. Pursuant to 31 U.S.C. § 3717(e)(2), a nonpayment penalty of 6% per annum shall be paid on any portion of the Assessed Penalty that is more than

90 days past due, which nonpayment shall be calculated as of the date the underlying penalty first becomes past due.

4.9. The Assessed Penalty, including any additional costs incurred under Paragraph 4.8, represents an administrative civil penalty assessed by EPA and shall not be deductible for purposes of federal taxes.

4.10. Pursuant to 26 U.S.C. § 6050X and 26 C.F.R. § 1.6050X-1, EPA is required to send to the Internal Revenue Service (“IRS”) annually, a completed IRS Form 1098-F (“Fines, Penalties, and Other Amounts”) with respect to any court order or settlement agreement (including administrative settlements), that require a payor to pay an aggregate amount that EPA reasonably believes will be equal to, or in excess of, \$50,000 for the payor’s alleged violation of any law or the investigation or inquiry into the payor’s potential violation of any law, including amounts paid for “restitution or remediation of property” or to come “into compliance with a law.” EPA is further required to furnish a written statement, which provides the same information provided to the IRS, to each payor (i.e., a copy of IRS Form 1098-F). Failure to comply with providing IRS Form W-9 or Tax Identification Number (“TIN”), as described below, may subject Respondent to a penalty, per 26 U.S.C. § 6723, 26 U.S.C. § 6724(d)(3), and 26 C.F.R. § 301.6723-1. In order to provide EPA with sufficient information to enable it to fulfill these obligations, EPA herein requires, and Respondent herein agrees, that:

4.10.1. Respondent shall complete an IRS Form W-9 (“Request for Taxpayer Identification Number and Certification”), which is available at <https://www.irs.gov/pub/irs-pdf/fw9.pdf>;

4.10.2. Respondent shall therein certify that its completed IRS Form W-9 includes Respondent's correct TIN or that Respondent has applied and is waiting for issuance of a TIN;

4.10.3. Respondent shall email its completed Form W-9 to EPA's Cincinnati Finance Center at Henderson.Jessica@epa.gov, within 30 days after the Final Order ratifying this Agreement is filed, and EPA recommends encrypting IRS Form W-9 email correspondence; and

4.10.4. In the event that Respondent has certified in its completed IRS Form W-9 that it has applied for a TIN and that TIN has not been issued to Respondent within 30 days after the Final Order has been filed, then Respondent, using the same email address identified in the preceding sub-paragraph, shall further:

- i. notify EPA's Cincinnati Finance Center of this fact, via email, within 30 days after the 30 days after the Final Order has been filed; and
- ii. provide EPA's Cincinnati Finance Center with Respondent's TIN, via email, within five (5) days of Respondent's issuance and receipt of the TIN.

4.11. The undersigned representative of Respondent certifies that he or she is authorized to enter into the terms and conditions of this Consent Agreement and to bind Respondent to this document.

4.12. Except as described in Paragraph 4.8, each party shall bear its own costs and attorneys' fees in bringing or defending this action.

4.13. For the purposes of this proceeding, Respondent expressly waives any affirmative defenses and the right to contest the allegations contained in the Consent Agreement and to appeal the Final Order.

4.14. 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.

4.15. In accordance with 40 C.F.R. § 22.18(c), Respondent's full payment of the Assessed Penalty shall only resolve Respondent's liability for federal civil penalties for the violations and facts alleged in Part III of this Consent Agreement.

4.16. The provisions of this Consent Agreement and the Final Order shall bind Respondent and its agents, servants, employees, successors, and assigns.

4.17. For the purposes of this proceeding, Respondent consents to the issuance of any specified compliance or corrective action order, to any conditions specified in this consent agreement, and to any stated permit action.

4.18. The above provisions in Part IV are STIPULATED AND AGREED upon by
Respondent and EPA Region 10.

DATED:

FOR RESPONDENT:



JOHN SULLIVAN
Executive Vice President and General Counsel
Costco Wholesale Corporation

FOR COMPLAINANT:

EDWARD J. KOWALSKI, Director
Enforcement & Compliance Assurance Division
EPA Region 10

BEFORE THE
UNITED STATES ENVIRONMENTAL PROTECTION AGENCY

In the Matter of:)	DOCKET NO. FIFRA-10-2025-0056
)	
COSTCO WHOLESALE CORP.,)	FINAL ORDER
)	
)	
Issaquah, Washington,)	
)	
Respondent.)	

1.1. The Administrator has delegated the authority to issue this Final Order to the Regional Administrator of EPA Region 10, who has redelegated this authority to the Regional Judicial Officer in EPA Region 10.

1.2. The terms of the foregoing Consent Agreement are ratified and incorporated by reference into this Final Order. Respondent is ordered to comply with the terms of settlement.

1.3. The Consent Agreement and this Final Order constitute a settlement by EPA of all claims for civil penalties under FIFRA for the violations and facts alleged in Part III of the Consent Agreement. In accordance with 40 C.F.R. § 22.31(a), nothing in this Final Order shall affect the right of EPA or the United States to pursue appropriate injunctive or other equitable relief or criminal sanctions for any violations of law. This Final Order does not waive, extinguish, or otherwise affect Respondent's obligations to comply with all applicable provisions of FIFRA and regulations promulgated or permits issued thereunder.

1.4. This Final Order shall become effective upon filing with the Regional Hearing Clerk.

IT IS SO ORDERED.

Regional Judicial Officer
EPA Region 10

Certificate of Service

The undersigned certifies that the original of the attached **CONSENT AGREEMENT AND FINAL ORDER, In the Matter of: Costco Wholesale Corporation, Docket No.: FIFRA-10-2025-0056**, was filed with the Regional Hearing Clerk and served on the addressees in the following manner on the date specified below:

The undersigned certifies that a true and correct copy of the document was delivered electronically to:

Adrienne Trivedi
Office of Civil Enforcement
Office of Enforcement and Compliance Assurance
U.S. Environmental Protection Agency
1200 Pennsylvania Ave NW
Washington, DC 20004
202-564-7862

Trivedi.Adrienne@epa.gov

Andrew R. Stewart
Sidley Austin LLP
1501 K Street, NW
Washington, DC 20005
202-736-8854

AStewart@sidley.com

Regional Hearing Clerk
EPA Region 10