



**ENVIRONMENTAL APPEALS BOARD  
UNITED STATES ENVIRONMENTAL PROTECTION AGENCY  
WASHINGTON, D.C.**

\_\_\_\_\_  
In re 3M Company  
\_\_\_\_\_

)  
)  
) Docket No. TSCA-HQ-2025-5014  
)  
)  
)

**FINAL ORDER**

Pursuant to 40 C.F.R. § 22.18(b)-(c) of EPA's Consolidated Rules of Practice, the attached Consent Agreement resolving this matter is incorporated by reference into this Final Order and is hereby ratified.

The Respondent is ORDERED to comply with all terms of the Consent Agreement, effective immediately.

So ordered.<sup>1</sup>

**ENVIRONMENTAL APPEALS BOARD**

\_\_\_\_\_  
Aaron P. Avila  
Environmental Appeals Judge

Dated: September 5, 2025

\_\_\_\_\_  
<sup>1</sup> The two-member panel ratifying this matter is composed of Environmental Appeals Judges Aaron P. Avila and Ammie Roseman-Orr.

**BEFORE THE ENVIRONMENTAL APPEALS BOARD UNITED  
STATES ENVIRONMENTAL PROTECTION AGENCY  
WASHINGTON, D.C.**

_____	)	
IN THE MATTER OF	)	
	)	
3M Company,	)	
	)	Docket No. TSCA-HQ-2025-5014
	)	
Respondent.	)	
_____	)	

**CONSENT AGREEMENT**

Complainant, United States Environmental Protection Agency (hereinafter “EPA” or “Agency”), and Respondent, 3M Company (“Respondent”) (collectively the “Parties”), hereby enter into this Consent Agreement and proposed Final Order before the taking of any testimony and without adjudicating of any issues of law or fact, consent to the terms of this Consent Agreement and Final Order (“CAFO”).

**I. PRELIMINARY STATEMENT**

1. This civil administrative proceeding for the assessment of penalties pursuant to Section 16(a) of Toxic Substances Control Act (“TSCA”), 15 U.S.C. § 2615(a), as amended by the Frank R. Lautenberg Chemical Safety for the 21st Century Act, Pub. L. No. 114-182, June 22, 2016, 130 Stat 448 (2016 Act) is being simultaneously commenced and concluded pursuant to Rules 22.13(b), 22.18(b)(2), and 22.18(b)(3) of the Consolidated Rules of Practice Governing the Administrative Assessment of Civil Penalties, and the Revocation/Termination or Suspension of Permits (“Consolidated Rules”), 40 C.F.R. §§ 22.13(b), 22.18(b)(2), and (b)(3).
2. To avoid the disruption of orderly business activities and the expense of protracted and costly litigation, Respondent, for purposes of this proceeding only and as required by 40 C.F.R. § 22.18(b)(2):
  - a. Admits the following jurisdictional allegations and waives any defenses to jurisdiction;
  - b. Neither admits nor denies the specific factual allegations contained herein;
  - c. Consents to the assessment of a civil penalty on the terms discussed below;
  - d. Consents to any conditions specified in this Consent Agreement;

- e. Waives any right to contest the alleged violations of law set forth herein; and
- f. Waives the rights to appeal the proposed Final Order accompanying this Consent Agreement.

## **II. STATUTORY AND REGULATORY FRAMEWORK**

3. Section 5(a)(1) of TSCA, 15 U.S.C. § 2604(a)(1), and 40 C.F.R. §§ 720.22(a)(1) and 720.40(b), provide that no person may manufacture a new chemical substance unless such person submits a Premanufacture Notice (“PMN”) to EPA at least ninety (90) calendar days before manufacturing that substance.
4. Section 3(9) of TSCA, 15 U.S.C. § 2602(9), defines the term “manufacture” to mean to “import into the customs territory of the United States, . . . produce, or manufacture.”
5. Section 5(h)(4) of TSCA, 15 U.S.C. § 2604(h)(4), provides that EPA may exempt the manufacture of certain new chemicals from all or part of the full PMN requirements.
6. The PMN Exemptions under 40 C.F.R. Part 723 were promulgated under the authority of Section 5 of TSCA, 15 U.S.C. § 2604 (“Manufacturing and processing notices”) and sets forth EPA’s regulations regarding Section 5(h)(4) of TSCA, 15 U.S.C. § 2604(h)(4). Chemical substances manufactured in quantities of 10,000 kilograms or less per year, and/or chemical substances with low environmental release and human exposure are regulated under 40 C.F.R. § 723.50.
7. Per the Low Volume Exemption (“LVE”) requirements under 40 C.F.R. § 723.50(e)(1), an applicant must submit to EPA an exemption application on EPA Form No. 7710-25 via the Central Data Exchange (“CDX”) using e-PMN software in the manner set forth in this paragraph at least thirty (30) days before the manufacture of the new chemical substance begins.
8. Per 40 C.F.R. § 723.50(j)(4), a person who manufactures a new chemical substance pursuant to an LVE, a person must submit a new LVE notice before that person manufactures the chemical substance subject to an LVE at a site that was not approved in a previous exemption notice for the substance, except as provided for in 40 C.F.R. § 723.50(j)(6).
9. Per 40 C.F.R. § 723.50(j)(6), a person may manufacture a new chemical substance without submitting a new LVE for a site not listed in a previous exemption application if the conditions in 40 C.F.R. § 723.50(j)(6)(i) are met and the manufacturer notifies the EPA of the new manufacturing site in accordance with the requirements in 40 C.F.R. § 723.50(j)(6)(ii) within 30 days after commencing manufacture at the site.
10. Section 8(b) of TSCA, 15 U.S.C. § 2607(b), requires the EPA to compile and maintain a list (the “TSCA Inventory”) of each chemical substance that is manufactured (including imports) or processed in the United States for uses under TSCA.

11. Section 13(a)(1)(B) of TSCA, 15 U.S.C. § 2612(a)(1)(B), provides that the Treasury shall refuse entry of “any chemical substance or mixture offered for such entry if” it is offered for entry in violation of a rule or order under Section 5, 15 U.S.C. § 2604. Pursuant to 40 C.F.R. § 707.20(b)(2)(i), importers must sign the following statement for each import of a chemical substance subject to TSCA: “I certify that all chemical substances in this shipment comply with all applicable rules or orders under TSCA and that I am not offering a chemical substance for entry in violation of TSCA or any applicable rule or order under TSCA.”
12. “Person” as defined by 40 C.F.R. § 720.3(x) means any natural person, firm, company, corporation, joint-venture, partnership, sole proprietorship, association, or any other business entity, any State or political subdivision thereof, any municipality, any interstate body, and any department, agency or instrumentality of the Federal Government.
13. A “chemical substance” is defined by Section 3(2)(A) of TSCA, 15 U.S.C. § 2602(2)(A), as “any organic or inorganic substance of a particular molecular identity . . . .”
14. “New chemical substance” as defined by Section 3(11) of TSCA, 15 U.S.C. § 2602(11) and 40 C.F.R. § 720.3(v) means any chemical substance which is not included in the chemical substance list compiled and published under Section 8(b) of TSCA, 15 U.S.C. § 2607(b).
15. Section 15 of TSCA, 15 U.S.C. § 2514, makes it a prohibited act for any person to fail or refuse to comply with any requirement of TSCA or any rule promulgated, order issued, or consent agreement entered into under this title.
16. Section 16 of TSCA, 15 U.S.C. § 2615, authorizes EPA to assess a civil penalty up to \$37,500 per day for each violation of Section 15 of TSCA, 15 U.S.C. § 2614. The Debt Collection Improvement Act of 1996, 31 U.S.C. § 3701, as amended, and the Federal Civil Penalties Inflation Adjustment Act Improvements Act of 2015, 28 U.S.C. § 2461, and implementing regulations at 40 C.F.R. Part 19, increased these statutory maximum penalties to \$49,772 per day per violation for violations that occurred after November 2, 2015, where penalties are assessed on or after January 8, 2025.

### III. STIPULATED FACTS

17. At all relevant times to this matter, Respondent was a corporation incorporated in Delaware, with its principal place of business located at 3M Center, St. Paul, Minnesota 55119, and was a “person” as defined in 40 C.F.R. § 720.3(x) and, as such, was subject to TSCA, 15 U.S.C. §§ 2601 *et seq.* and the regulations promulgated thereunder.
18. At all relevant times to this matter, Respondent owned, controlled and/or operated facilities in New Ulm, Minnesota (the “New Ulm Facility”) and Valley, Nebraska (the “Valley Facility”).
19. The New Ulm Facility is located at 1700 N. Minnesota Street, New Ulm, MN 56073.
20. The Valley Facility is located at 600 E. Meigs Street, Valley, NE 68064.

21. At all times relevant to this matter, Respondent manufactured, imported, processed, or distributed in commerce, a chemical substance, the identity of which has been claimed by Respondent as TSCA confidential business information (hereinafter referred to as the Chemical Substance) or mixtures containing the Chemical Substance, as those terms are defined in Sections 3(2), (5), (9), (10), and (13) of TSCA, 15 U.S.C. § 2602(2), (5), (9), (10), and (13) respectively, and 40 C.F.R. § 720.3(e), (i), (q), (u), and (aa).
22. At all times relevant to this matter, the Chemical Substance was a “new chemical substance” as that term is defined in Section 3(11) of TSCA, 15 U.S.C. § 2602(11) and 40 C.F.R. § 720.3(v).
23. At all relevant times to this matter, the Chemical Substance was subject to an LVE (L-10-0300) that specified specific terms by which Respondent may manufacture, including import the Chemical Substance, including the sites at which Respondent would manufacture, including import, import the Chemical Substance.
24. On July 8, 2024, Respondent voluntarily disclosed to EPA that it imported the Chemical Substance to the New Ulm Facility on three occasions (November 24, 2021, March 19, 2022, and May 4, 2022) and the Valley Facility on five occasions (April 13, 2020, November 2, 2020, November 25, 2021, June 30, 2023, and August 23, 2023).
25. EPA’s findings of fact set forth below are based on Respondent’s July 8, 2024 voluntary disclosure and subsequent information on the imports described in Paragraph 24 provided by Respondent.
26. The Parties’ discussions have resulted in the agreement contained herein, which includes the payment of the civil penalty described in Section V and the terms of settlement described in Section VI of this CAFO.

#### **IV. EPA’S FINDINGS OF FACT AND LAW**

##### ***Count 1 – Violations of Section 5(a)(1) of TSCA***

27. Paragraphs 1-26 are incorporated here by reference.
28. Between the calendar years 2021 and 2022, Respondent manufactured the Chemical Substance at the New Ulm Facility three times before submitting a PMN, a new LVE application pursuant to 40 C.F.R. § 723.50(j)(4), or submitting a notice of the new manufacturing site per the requirements in 40 C.F.R. § 723.50(j)(6) for the Chemical Substance.
29. Between the calendar years 2020 and 2023, Respondent manufactured the Chemical Substance at the Valley Facility three times before submitting a PMN, a new LVE application pursuant to 40 C.F.R. § 723.50(j)(4), or submitting a notice of the new manufacturing site per the requirements in 40 C.F.R. § 723.50(j)(6) for the Chemical Substance.

30. The Chemical Substance was not included on the TSCA Inventory at the time of manufacture (import), and therefore, is a “new chemical substance” as defined under Section 3(11) of TSCA, 15 U.S.C. § 2602(11) and 40 C.F.R. § 720.3(v).
31. Respondent’s failure to submit a PMN or new LVE application under 40 C.F.R. § 723.50(j)(4) before manufacturing (importing) the Chemical Substance, or notifying EPA per the requirements under 40 C.F.R. § 723.50(j)(6) within 30 days of manufacturing the Chemical Substance, constitutes a failure to comply with Section 5 of TSCA, 15 U.S.C. § 2604 and its implementing regulations, which is a prohibited act under Section 15(1) of TSCA, 15 U.S.C. § 2614(1).

***Count 2 – Violations of Section 13(a)(1)(B) of TSCA***

32. Paragraphs 1-26 are incorporated here by reference.
33. Respondent imported the Chemical Substance between calendar years 2020 and 2023 eight times before submitting a PMN, a new LVE application pursuant to 40 C.F.R. § 723.50(j)(4), or submitting a notice of the new manufacturing site per the requirements in 40 C.F.R. § 723.50(j)(6) for the Chemical Substance.
34. Respondent failed to submit proper certifications for the imports described in Paragraph 33 that the imports were compliant with TSCA.
35. Respondent’s failure to submit a proper certification under Section 13 of TSCA prior to each import of the Chemical Substance constitute failures to comply with Section 13 of TSCA, which are prohibited acts under Section 15(3)(B) of TSCA, 15 U.S.C. § 2614(3)(B).

**V. CIVIL PENALTY**

36. Pursuant to Section 16 of TSCA, 15 U.S.C. § 2615, Respondent agrees to pay a civil penalty in the amount of THIRTY-NINE THOUSAND AND FIVE-HUNDRED AND EIGHTY-THREE DOLLARS (\$39,583) (“Assessed Penalty”) for the alleged violations identified herein.
37. Respondent shall pay the Assessed Penalty within thirty (30) calendar days of the filing of the Final Order by EPA’s EAB (“Effective Date”) of this Agreement.
38. 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 EPA websites: <https://www.epa.gov/financial/makepayment> and <https://www.epa.gov/financial/additional-instructions-making-payments-epa>.
39. When making a payment, Respondent shall:
- Identify every payment with Respondent’s name and the docket numbers of this Agreement, TSCA-HQ-2025-5014.

- b. Concurrently with any payment or within 24 hours of any payment, Respondent shall serve proof of such payment to the following person(s):

Emilio Cortes  
Clerk of the Board  
U.S. Environmental Protection Agency  
1200 Pennsylvania Avenue, NW  
Washington, DC 20460

Valarie Franklyn, Environmental Engineer  
U.S. Environmental Protection Agency  
1200 Pennsylvania Avenue, NW  
Washington, DC 20460  
[Franklyn.Valarie@epa.gov](mailto:Franklyn.Valarie@epa.gov)

and

U.S. Environmental Protection Agency  
Cincinnati Finance Center  
Via electronic mail to:  
[CINWD\\_AcctsReceivable@epa.gov](mailto:CINWD_AcctsReceivable@epa.gov)

“Proof of payment” means, as applicable, a copy of the check, 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 EPA requirements, in the amount due, and identified with the appropriate docket number and Respondent’s name.

40. Interest, Charges, and Penalties on Late Payments. Pursuant to 15 U.S.C. § 2615, 31 U.S.C. § 3717, 31 C.F.R. § 901.9, and 40 C.F.R. § 13.11, if Respondent fails to timely pay any portion of the Assessed Penalty per this Agreement, the entire unpaid balance of the Assessed Penalty and all accrued interest shall become immediately due and owing, and EPA is authorized to recover the following amounts.

- a. Interest. Interest begins to accrue from the Effective Date. 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 EPA's costs of processing and handling overdue debts. If Respondent fails to pay the Assessed Penalty in accordance with this Agreement, EPA will assess a charge to cover the costs of handling any unpaid amounts for the first thirty (30) day period after the Filing Date. Additional handling charges will be assessed each subsequent 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, and other charges, that remain delinquent more than ninety (90) days.
41. 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 Agreement, EPA may take additional actions. Such actions may 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, 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 EPA or engaging in programs EPA sponsors or funds, 40 C.F.R. § 13.17.
  - d. Per 15 U.S.C. § 2615(a), the Attorney General will bring a civil action in the appropriate district court to recover the full remaining balance of the debt plus interest. In such an action, the validity, amount, and appropriateness of the Assessed Penalty shall not be subject to review.
42. 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.
43. Tax Treatment of Penalties. Penalties, interest, and other charges paid pursuant to this Agreement shall not be deductible for purposes of federal taxes.
44. Pursuant to 26 U.S.C. § 6050X and 26 C.F.R. § 1.6050X-1, EPA is required to send to the 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 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:

- a. 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>;
- b. 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;
- c. Respondent shall email its completed Form W-9 to EPA's Cincinnati Finance Center to Milton Wise at [Wise.Milton@epa.gov](mailto:Wise.Milton@epa.gov), within thirty (30) days after the Final Order ratifying this Agreement is filed, and EPA recommends encrypting IRS Form W-9 email correspondence; and
- d. 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 thirty (30) days after the Effective Date, 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 thirty (30) days of the Effective Date; 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.

## **VI. TERMS OF SETTLEMENT**

45. This Consent Agreement may be amended or modified only by written agreement executed by both the EPA and Respondent, and approval of the Environmental Appeals Board ("EAB").
46. As a condition of settlement, Respondent is authorized to release and use any existing stocks of the Chemical Substance in accordance with the terms of L-10-0300 on the date of ratification of this Consent Agreement by the EAB.

## **VII. EFFECT OF SETTLEMENT AND RESERVATION OF RIGHTS**

47. In accordance with 40 C.F.R. § 22.18(c), completion of the terms of this CAFO shall only resolve Respondent's liability for federal civil penalties for the violations alleged in this CAFO.
48. 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.
49. Compliance with this CAFO shall not be a defense to any subsequent action EPA may commence pursuant to federal law or regulation for violations occurring after the date of this Consent Agreement, nor any violations of TSCA not alleged in this Consent Agreement that may have occurred prior to the date that this Consent Agreement is fully executed by both Parties.
50. Nothing in this Consent Agreement is intended to, nor shall it, be construed to operate in any way to resolve any criminal liability of Respondent.
51. In any subsequent administrative or judicial proceeding initiated by the Agency or the United States for injunctive relief, civil penalties, or other appropriate relief against Respondent, Respondent shall not assert, and may not maintain, any defense or claim based upon the principles of waiver, claim preclusion (*res judicata*), issue preclusion (*collateral estoppel*), claim-splitting, or other defenses based upon any contention that the claims raised by the United States in the subsequent proceeding were or should have been brought in this enforcement action, except with respect to the violations alleged in this CAFO.
52. This settlement is conditioned upon the thoroughness and accuracy of Respondent's representations to the EPA in this matter.
53. All of the terms and conditions of this Consent Agreement together comprise one settlement agreement, and each of the terms and conditions is in consideration for all of the other terms and conditions. This Consent Agreement shall be null and void if any term or condition of this Consent Agreement is held invalid or is not executed by all of the signatory parties in identical form or is not approved in such identical form by the EAB.
54. Full payment of the penalty proposed in this Consent Agreement shall not in any case affect the right of the Agency or the United States to pursue appropriate injunctive or other equitable relief or criminal sanctions for any violations of law. This Consent Agreement does not waive, extinguish, or otherwise affect Respondent's obligation to comply with all applicable provisions of TSCA, and the regulations promulgated thereunder, except with respect to the violations alleged in the CAFO.
55. Nothing in this Consent Agreement shall relieve Respondent of the duty to comply with all applicable provisions of TSCA and other federal, state, or local laws or statutes. Nor shall it restrict the EPA's authority to seek compliance with any applicable laws or regulations, or be

construed to be a ruling on, or determination of, any issue related to any federal, state, or local permit, except with respect to the violations alleged in the CAFO.

- 56. Nothing herein shall be construed to limit the power of the EPA to undertake any action against Respondent or any person in response to conditions that may present an imminent and substantial endangerment to the public health, welfare, or the environment.
- 57. This Consent Agreement constitutes the entire agreement and understanding of the parties and supersedes any prior agreements or understandings, whether written or oral, among the parties with respect to the subject matter hereof.
- 58. This Consent Agreement shall take full effect upon the signing and filing of the Final Order by the EAB.

### **VIII. OTHER MATTERS**

- 59. Respondent certifies that, to its knowledge, it is currently operating in compliance with TSCA, 15 U.S.C. § 2601 *et seq.*
- 60. The Parties agree to the EAB's issuance of the attached Final Order ratifying the Consent Agreement. The Effective Date shall be the date of issuance of the Final Order.
- 61. This Consent Agreement shall be binding upon the Parties, and their respective officers, directors, employees, successors, and assigns. Respondent shall ensure that all contractors, employees, consultants, firms, or other persons or entities acting for Respondent with respect to matters included herein comply with the terms of this Consent Agreement.
- 62. The undersigned representative of each Party certifies that he or she is duly authorized by his or her respective Party to enter into this binding Consent Agreement.
- 63. Complainant and Respondent, by entering into this Consent Agreement, each give their respective consent to accept digital signatures hereupon. Respondent further consents to accept electronic service of the fully executed CAFO, by e-mail, at: [cf Franz2@mmm.com](mailto:cf Franz2@mmm.com). Respondent understands that this e-mail address may be made public when the CAFO and Certificate of Service are filed and uploaded to a searchable database.
- 64. This Consent Agreement shall not dispose of the proceeding without a final order from the EAB ratifying the terms of this Consent Agreement. This Consent Agreement shall be effective upon the filing of the Final Order by EPA's EAB. Unless otherwise stated, all time periods stated herein shall be calculated in calendar days from such date.
- 65. Respondent's obligations under this Consent Agreement shall end when it has paid in full the scheduled civil penalty, paid any stipulated penalties, and completed and provided EPA with copies of all deliverables required to be submitted to EPA pursuant to this CAFO.

66. Failure of Respondent to remit the civil penalties provided herein will result in this matter being forwarded to the United States Department of Justice for collection of the amount due, plus stipulated penalties and interest at the statutory judgment rate provided in 28 U.S.C. § 1961.
67. The Parties agree to bear their own costs and attorney's fees.
68. Respondent authorizes outside counsel to execute this CAFO on its behalf.

WE HEREBY AGREE TO THIS:

For Respondent:

A handwritten signature in blue ink, appearing to read "Adam M. Kushner". The signature is fluid and cursive, with a long horizontal stroke at the end.

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Adam M. Kushner  
Hogan Lovells US, LLP  
On behalf of 3M Company

Date: August 1, 2025

For Complainant:

**GREGORY  
SULLIVAN**


 Digitally signed by GREGORY  
SULLIVAN  
Date: 2025.08.07 09:57:33 -04'00'

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Gregory Sullivan  
Director  
Waste and Chemical Enforcement Division  
Office of Civil Enforcement  
Office of Enforcement and Compliance Assurance  
United States Environmental Protection Agency

Date: \_\_\_\_\_

**Simmons,  
Nicole L**

 Digitally signed by  
Simmons, Nicole L  
Date: 2025.08.01  
13:06:21 -04'00'

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N. Lindsay Simmons, Attorney  
Waste and Chemical Enforcement Division  
Office of Civil Enforcement  
Office of Enforcement and Compliance Assurance  
United States Environmental Protection Agency

Date: \_\_\_\_\_

## **CERTIFICATE OF SERVICE**

I certify that copies of the foregoing “Consent Agreement” and “Final Order,” in the matter of 3M Company, Docket No. TSCA-HQ-2025-5014, were sent to the following persons in the manner indicated:

### **By E-mail:**

#### **For EPA**

Lindsay Simmons  
[Simmons.Lindsay@epa.gov](mailto:Simmons.Lindsay@epa.gov)

#### **For Respondent**

Christina Franz  
[CFranz2@mmm.com](mailto:CFranz2@mmm.com)

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Tommie Madison  
Clerk of the Board