

BEFORE THE  
UNITED STATES ENVIRONMENTAL PROTECTION AGENCY

In the Matter of:	)	DOCKET NO. FIFRA-10-2025-0072
	)	
SOURCE DYNAMICS LLC,	)	<b>CONSENT AGREEMENT</b>
D/B/A SOLERA	)	
	)	
Yuma, Arizona,	)	
	)	
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 Source Dynamics LLC doing business as Solera ("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**

### **Statutory and Regulatory Background**

3.1. Pursuant to Section 12(a)(1)(E) of FIFRA, 7 U.S.C. § 136j(a)(1)(E), it shall be unlawful for any person in any State to distribute or sell to any person any pesticide which is adulterated or misbranded.

3.2. 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."

3.3. 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."

3.4. 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."

3.5. Section 2(a) of FIFRA, 7 U.S.C. (a), defines an "active ingredient," in part, as "in the case of a pesticide . . . an ingredient which will prevent, destroy, repel, or mitigate any pest."

3.6. 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."

3.7. The regulation at 40 C.F.R. § 152.3 further defines a "pesticide" as "any substance or mixture of substances intended for preventing, destroying, repelling, or mitigating any pest, or intended for use as a plant regulator, defoliant, or desiccant," subject to limited exceptions.

3.8. The regulation at 40 C.F.R. § 152.3 defines a "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. The term includes any physical apparatus used to deliver or apply the pesticide if distributed or sold with the pesticide."

3.9. The regulation at 40 C.F.R. § 152.15 states that "no person may distribute or sell any pesticide product that is not registered under the Act," subject to limited exceptions.

3.10. Section 2(p) of FIFRA, 7 U.S.C. § 136(p), defines "label" as "the written, printed,



or graphic matter on, or attached to, the pesticide or device or any of its containers or wrappers." This section also 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. Under Section 2(q)(1)(D) of FIFRA, 7 U.S.C. § 136(q)(1)(D), a pesticide is misbranded if, "its label does not bear the registration number assigned under section 7 to each establishment in which it was produced."

3.12. The regulation at 40 C.F.R. § 156.10(a)(1)(v) provides, in part, that "[e]very pesticide product shall bear a label . . . . The contents of the label must show clearly and prominently. . . [t]he producing establishment number as prescribed in 40 C.F.R. § 156.10(f)."

3.13. The regulation at 40 C.F.R. 40 C.F.R. § 156.10(f) states that "[t]he producing establishment registration number preceded by the phrase "EPA Est.", of the final establishment at which the product was produced may appear in any suitable location on the label or immediate container."

#### **Distribution or Sale of Misbranded Pesticides**

3.14. Respondent is incorporated in the State of Arizona. Therefore, Respondent is a "person" as defined by Section 2(s) of FIFRA, 7 U.S.C. § 136(s).

3.15. The product "Paraquat Concentrate" (EPA Registration No. 82542-3) is a pesticide as defined by Section 2(u) of FIFRA, 7 U.S.C. § 136(u).

3.16. Paraquat Concentrate is a restricted use pesticide registered to Source Dynamics, LLC, Yuma, Arizona, under EPA Registration Number 82542-3. The label of Paraquat Concentrate states in pertinent part, "RESTRICTED USE PESTICIDE Due to acute toxicity."



3.17. On or around December 19, 2024, Respondent imported the EPA Registered product “Paraquat Concentrate” (Reg. No.82542-3) under Automated Commercial Environment Entry Number 820-88303910

3.18. On or around January 6, 2025, imported the EPA Registered product “Paraquat Concentrate” (Reg. No.82542-3) under Automated Commercial Environment Entry Number 820-88307465

3.19. EPA flagged that the product labeling did not bear an accurate EPA Establishment Number upon import. The Importer of Record agreed to pay a penalty to relabel the shipment in a domestic establishment registered with EPA.

3.20. On February 2, 2025, Respondent verified that relabeling for both shipments occurred at the Inland Empire warehouse in Pasco, WA. The labeling now bears EPA Est. No. 62681-WA-1.

3.21. On or around December 19, 2024, and January 6, 2025, Respondent “distributed or sold” the pesticide “Paraquat Concentrate” on at least two occasions, as defined in Section 2(gg) of FIFRA, 7 U.S.C. § 136(gg).

3.22. The pesticide product “Paraquat Concentrate” that Respondent sold or distributed on or about December 19, 2024, and January 6, 2025, bore a label with the incorrect EPA Establishment Number (EPA Est. No. 93850-IDN-1), in violation of 40 C.F.R. § 156.10(a)(1)(v) and (f).

3.23. Therefore, on or around December 19, 2024, and January 6, 2025, Respondent distributed or sold the misbranded pesticide Paraquat Concentrate at least two times in violation of Section 12(a)(1)(E) of FIFRA, 7 U.S.C. § 136j(a)(1)(E).

3.24. 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 \$24,255 for each offense.

#### 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 and Respondent agrees that an appropriate penalty to settle this action is \$4,511 (the “Assessed Penalty”).
- 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: [www.epa.gov/financial/makepayment](http://www.epa.gov/financial/makepayment) and [www.epa.gov/financial/additional-instructions-making-payments-epa](http://www.epa.gov/financial/additional-instructions-making-payments-epa). 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 or other form of payment Respondent's name and the docket number of this action.

4.6. Concurrently with any payment or within 24 hours of any payment, Respondent must serve photocopies of the check, or proof of other payment method, to the following addresses:

Regional Hearing Clerk  
U.S. Environmental Protection Agency, Region 10  
Via electronic mail to:  
[R10\\_RHC@epa.gov](mailto:R10_RHC@epa.gov)

Martin Lovato  
U.S. Environmental Protection Agency, Region 10  
Via electronic mail to:  
[Lovato.martin@epa.gov](mailto:Lovato.martin@epa.gov)

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 or confirmation of other payment method, 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.

4.7. If Respondent fails to timely pay any portion of the Assessed Penalty, the entire unpaid balance of the Assessed Penalty and all 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:

a. Interest. To protect the interests of the United States, any unpaid portion of the Assessed Penalty shall bear interest at the rate set at the Internal Revenue Service (“IRS”) standard underpayment rate applicable on the effective date of the Final Order and non-variable throughout the period of nonpayment, 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.

b. Handling Charges. Pursuant to 31 U.S.C. § 3717(e)(1), Respondent will be assessed a charge to cover EPA’s costs of processing and handling overdue debts.

c. Nonpayment Penalty. Pursuant to 31 U.S.C. § 3717(e)(2), a nonpayment penalty of 6% per annum shall be assessed monthly on all debts, including any portion of the Assessed Penalty, interest, penalties, and other charges that remain delinquent more than 90 days. Nonpayment shall be calculated as of the date the underlying penalty first becomes past due.

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

4.10. 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.

4.11. The undersigned representative of Respondent also certifies that, as of the date of Respondent's signature of this Consent Agreement, Respondent has corrected the violations alleged in Part III.

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.

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

4.16. 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.

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

DATED:

4/28/25

FOR RESPONDENT:



PAT MENAGH, President and CEO  
SOURCE DYNAMICS LLC

FOR COMPLAINANT:

EDWARD  
KOWALSKI

Digitally signed by  
EDWARD KOWALSKI  
Date: 2025.04.29  
20:38:11 -07'00'

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-10-2025-0072
	)	
SOURCE DYNAMICS LLC,	)	<b>FINAL ORDER</b>
D/B/A SOLERA	)	
	)	
Yuma, Arizona,	)	
	)	
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 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.

Mednick,  
Richard

Digitally signed by  
Mednick, Richard  
Date: 2025.05.01  
08:54:00 -07'00'

---

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: Source Dynamics LLC D/B/A Solera, Docket No.: FIFRA-10-2025-0072**, was filed with the Regional Hearing Clerk and that a true and correct copy was served on the date specified below to the following addressees via electronic mail:

Shannon Rebersak  
U.S. Environmental Protection Agency  
Region 10, Mail Stop 11-C07  
1200 Sixth Avenue, Suite 155  
Seattle, Washington 98101

[rebersak.shannon@epa.gov](mailto:rebersak.shannon@epa.gov)

Pat Menagh  
President and CEO  
Source Dynamics LLC  
340 West 32<sup>nd</sup> Street, #383  
Yuma, Arizona 85364

[pmenagh@solerasd.com](mailto:pmenagh@solerasd.com)

\_\_\_\_\_  
Regional Hearing Clerk  
EPA Region 10