

UNITED STATES ENVIRONMENTAL PROTECTION AGENCY  
REGION 2

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Filed December 23, 2020 @ 5:22 pm  
USEPA – Region II  
Regional Hearing Clerk

In the Matter of  
Suite K Added Value Services, LLC  
Respondent  
Proceeding Under the Federal  
Insecticide, Fungicide and  
Rodenticide Act, as amended.

**CONSENT AGREEMENT  
AND FINAL ORDER**

Docket No. FIFRA-02-2021-5198

**PRELIMINARY STATEMENT**

This administrative proceeding for the assessment of a civil penalty is initiated pursuant to Section 14(a) of the Federal Insecticide, Fungicide and Rodenticide Act, as amended, 7 U.S.C. § 1361(a) (hereinafter referred to as “FIFRA” or the “Act”), and the Consolidated Rules of Practice Governing the Administrative Assessment of Civil Penalties, 40 C.F.R. Part 22 (hereinafter “CROP”).

Complainant in this proceeding is the Director of the Enforcement & Compliance Assurance Division (“ECAD”), United States Environmental Protection Agency, Region 2 (“EPA”). Pursuant to Section 22.13(b) of the CROP, where the parties agree to settlement of one or more causes of action before the filing of an Administrative Complaint, a proceeding may be simultaneously commenced and concluded by issuance of a Consent Agreement and Final Order (“CAFO”) pursuant to 40 C.F.R. §§ 22.18(b)(2) and 22.18(b)(3). Complainant and Respondent agree that settling this matter by entering into this CAFO pursuant to 40 C.F.R. §§ 22.13(b), 22.18(b)(2) and 22.18(b)(3) of the CROP, is an appropriate means of resolving this matter without litigation.

## LEGAL AUTHORITIES

1. Section 2(t) of FIFRA, 7 U.S.C. § 136(t), defines a “pest” as any insect, rodent, nematode, fungus, weed, or any form of terrestrial or aquatic plant or animal life or virus, bacteria or other micro-organism.
2. Section 2(u) of FIFRA, 7 U.S.C. § 136(u), defines the term “pesticide” as any substance or mixture of substances intended for preventing, destroying, repelling, or mitigating any pest.
3. Section 2(mm) of FIFRA, 7 U.S.C. § 136(mm) defines the term “antimicrobial pesticide” as, among other things “a pesticide that (A) is intended to (i) disinfect, sanitize, reduce or mitigate growth or development of microbiological organisms.”
4. 40 C.F.R. § 152.15(a)(1) states, in part, that a substance is considered to be intended for a pesticidal purpose, and thus to be a pesticide requiring registration, if “(a) [t]he person who distributes or sells the substance claims, states or implies (by labeling or otherwise): (1) [t]hat the substance (either by itself or in combination with any other substance) can or should be used as pesticide. . .”
5. Section 3(a) of FIFRA, 7 U.S.C. Section 136a provides that “no person in any State may distribute or sell to any person any pesticide that is not registered under this Act.”
6. Section 2(s) of FIFRA, 7 U.S.C. Section 136a(s) defines the term “person” to mean any individual, partnership, association, corporation, or any group of persons whether incorporated or not.
7. “To distribute or sell” is defined by Section 2(gg) of FIFRA, 7 U.S.C. § 136(gg), 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.”
8. Section 12(a)(1)(A) of FIFRA, 7 U.S.C. § 136j(a)(1)(A), states that it shall be unlawful for any person in any state to distribute or sell to any person any pesticide that is not registered with EPA under Section 3 of FIFRA.

9. 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 any of its containers or wrappers.

10. Section 2(p) of FIFRA, 7 U.S.C. § 136(p), defines “labeling” as all labels or other written, printed or graphic matter (a) accompanying the pesticide or (b) to which reference is made in literature accompanying the pesticide.

11. Section 2(q)(1)(A) of FIFRA, 7 U.S.C. § 136(q)(1)(A) states that a pesticide is misbranded if its labeling bears any statement, design or graphic representation relative thereto or to its ingredients which is false and misleading in any particular.

12. Pursuant to the authority in Section 25(a) of FIFRA, 7 U.S.C. Section 136w(a), the Administrator promulgated the labeling requirements for pesticides found at 40 C.F.R. Part 156, and 40 C.F.R. § 156.10(a)(5)(i) through (x) provides examples of false and misleading statements or representations in the labeling which constitute misbranding. Such claims may include false and misleading statements as to the efficacy (40 C.F.R. § 156.10(a)(5)(ii)) or comparative statements to other pesticides (40 C.F.R. §156.10(a)(5)(iv), or safety (40 C.F.R. § 156.10(a)(5)(ix)) of the product or its ingredients.

13. Section 2(q)(2)(A), 7 U.S.C. § 136(q)(2)(A) states that a pesticide is misbranded if the label does not bear an ingredient statement.

14. Pursuant to 40 C.F.R. § 156.10(g), the label of each pesticide product must bear a statement which contains the name and percentage by weight of each active ingredient and the total percentage by weight of all inert ingredients. The active ingredients must be designated by the term “active ingredients” and the inert ingredients by the term “inert ingredients.”

15. Section 12(a)(1)(E) of FIFRA, 7 U.S.C. § 136j(a)(1)(E), states that it shall be unlawful for any person in any state to distribute or sell to any person any pesticide that is misbranded.

16. Section 2(w) of FIFRA, 7 U.S.C. Section 136a(w) defines the terms “producer” and “to produce” to mean the person who manufactures, prepares, . . . or processes any pesticide or device or active ingredient used in producing a pesticide. The term “produce” means to manufacture, prepare, . . . or process any pesticide or device or active ingredient used in producing a pesticide.

17. Section 2(dd) of FIFRA, 7 U.S.C. Section 136a(dd) defines the term “establishment” to mean any place where a pesticide or device or active ingredient used in producing a pesticide or device is produced, or held, for distribution or sale.

18. Section 7(a) of FIFRA states that “[n]o person shall produce any pesticide... unless the establishment in which it is produced is registered with [EPA].”

19. Section 12(a)(2)(L) of FIFRA, 7 U.S.C. § 136j(a)(2)(L), states that it shall be unlawful for any person that is a producer of pesticide products to violate any provisions of Section 7 of FIFRA.

20. Section 14(a)(1) of FIFRA, 7 U.S.C. Section 136(l)(a)(1) states that “[a]ny registrant, commercial applicator, wholesaler, dealer, retailer, or other distributor who violates any provision of this subchapter may be assessed a civil penalty of not more than \$5,000 for each offense.”

21. EPA’s Civil Monetary Penalty Inflation Adjustment Rule, 85 Fed. Reg. 1751, 1754 (January 13, 2020) adjusted the level of the maximum statutory civil monetary penalty amounts under the statutes that EPA administers, including the FIFRA statute. The maximum statutory monetary civil penalty for violations under Section 14(a)(1), 7 U.S.C. Section 136(l)(a)(1) of FIFRA that occurred after November 2, 2015, where penalties are assessed on or after January 13, 2020, is \$20,288.

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

22. Respondent is Suite K Value Added Services LLC, a New Jersey limited liability company (hereinafter “Respondent” or “Suite K”).

23. Respondent’s headquarters is located at 31 Executive Avenue, Edison, New Jersey 08817.

24. Respondent is a "person" as that term is defined in FIFRA § 2(s), 7 U.S.C. § 136(s).
25. Respondent is a firm that primarily engages in contract manufacturing for beauty and personal care products.
26. Since at least October 1, 2018, Respondent has maintained and/or operated a contract manufacturing facility for beauty and personal care products, located at 30-31 Executive Avenue, Edison, New Jersey 08817 ("Respondent's Facility" or "the Facility").
27. On or about August 28, 2019, pursuant to Sections 8 and 9 of FIFRA, 7 U.S.C. §§ 136f and 136g, an authorized inspector from EPA Region 2 conducted an inspection at Respondent's Facility.
28. At the Inspection, EPA's inspector collected evidence that the Respondent produced and distributed the PlaneAire Travel Mist.
29. During the Inspection, EPA's inspector observed PlaneAire Travel Mist spray bottle and packaging bearing the following claims:
- a. "Surface & Air Purifying Travel Mist;"
  - b. "PlaneAire is a Powerful germ-killer;"
  - c. "Eliminates Surface Bacteria and Purifies the Air Naturally;"
  - d. "Kills 99.99% of harmful bacteria;" and
  - e. "Kills 99.99% of harmful bacteria, including MSRA."
30. EPA's inspector observed that the labeling for PlaneAire Travel Mist also states, "Manufactured in Edison, NJ, USA for EverywhereAire, LLC"
31. The claims identified in paragraph 29, above, are pesticidal claims.
32. Plane Aire Travel Mist is a pesticide.
33. Respondent is a "producer" as that term is defined by Section 2(w) of FIFRA, 7 U.S.C. § 136(w).

34. Respondent's Facility is an "establishment" as that term is defined by Section 2(dd) of FIFRA, 7 U.S.C. § 136(dd).

35. Respondent's Facility is not, and has never been, registered as a pesticide producing establishment in accordance with Section 7 of FIFRA, 7 U.S.C. § 136e.

36. Respondent's production of the PlaneAire Travel Mist in an unregistered establishment constitutes an unlawful act pursuant to Section 12(a)(2)(L) of FIFRA, 7 U.S.C. § 136j(a)(2)(L), for which a penalty may be assessed.

37. PlaneAire Travel Mist is a pesticide that must be registered in accordance with Section 3 of FIFRA, 7 U.S.C. § 136a, to be lawfully sold and distributed in the United States.

38. PlaneAire Travel Mist is not, and has never been, a pesticide registered in accordance with Section 3 of FIFRA, 7 U.S.C. § 136a.

39. At the Inspection, EPA's inspector collected documentary evidence of Respondent's production and distribution of the PlaneAire Travel Mist on various dates between October 1, 2018 and June 30, 2019.

40. At all times relevant, Respondent was a "distributor or seller" within the meaning of Section 2(gg) of FIFRA, 7 U.S.C. § 136(gg).

41. At all times relevant, Respondent, was a "distributor" within the meaning of Section 14(a)(1) of FIFRA, 7 U.S.C. § 136l(a)(1).

42. Each of Respondent's distributions of the PlaneAire Travel Mist, between October 1, 2018 and June 30, 2019, is a sale or distribution of an unregistered pesticide, and constitutes an unlawful act pursuant to Section 12(a)(1)(A) of FIFRA, 7 U.S.C. § 136j(a)(1)(A), for which a penalty may be assessed.

43. The labels and/or labeling of the PlaneAire Travel Mist distributed by the Respondent between October 1, 2018 and June 30, 2019 displayed public health claims that are "false and

misleading” within the meaning of 40 C.F.R. §§ 156.10(a)(5)(ii) & (ix) and failed to display ingredient information required by 40 C.F.R. § 156.10(g).

44. The PlaneAire Travel Mist distributed by Respondent was therefore misbranded as that term is defined by Section 2(q) of FIFRA, 7 U.S.C. § 136(q).

45. Each of Respondent’s distributions of the PlaneAire Travel Mist between October 1, 2018 and June 30, 2019 is a distribution of a misbranded pesticide and constitutes an unlawful act pursuant to Section 12(a)(1)(E) of FIFRA, 7 U.S.C. § 136j(a)(1)(E), for which a penalty may be assessed.

46. On September 25, 2020, Respondent submitted certified statements regarding its financial condition to EPA.

### CONSENT AGREEMENT

Based upon the foregoing, and pursuant to Section 22.18 of the CROP, 40 C.F.R. § 22.18, it is hereby agreed that:

1. Respondent shall hereinafter maintain compliance with the statutory provisions of FIFRA, as amended, 7 U.S.C. § 136 *et seq.*, and its implementing regulations, including the requirements which prohibit the sale of unregistered and misbranded pesticides and the production of pesticides in unregistered establishments.

2. Respondent certifies that, as of the date of execution of this CAFO, it is in compliance with the statutory provisions of FIFRA, as amended, 7 U.S.C. § 136 *et seq.*, and its implementing regulations.

3. Respondent further certifies that:

a. As of April 30, 2020, Respondent ceased all production and distribution of PlaneAire Travel Mist;

b. Respondent retains no stock of PlaneAire Travel Mist;

4. Respondent further certifies to the truth and accuracy of the information and representations made to EPA relating to Respondent's financial condition on September 25, 2020. Respondent acknowledges that EPA relied on this information when agreeing to the civil penalty terms included in Paragraph 5 of this Consent Agreement

5. Respondent shall pay, either by certified check or electronically by Fedwire, a civil penalty in the amount of **Thirty-One Thousand Five Hundred Dollars (\$31,500.00), exclusive of interest. The civil penalty shall be paid in accordance with the payment terms and schedule set forth in Paragraph 7 (a)-(g), inclusive of interest.** If the payment is made by check(s), then each check shall be made payable to the "Treasurer of the United States of America" and shall be mailed by one of the following two methods:

**a. STANDARD DELIVERY**

Each check shall be mailed to:

United States Environmental Protection Agency  
Fines & Penalties  
Cincinnati Finance Center  
P.O. Box 979077  
St. Louis, Missouri 63197-9000

**b. SIGNED RECEIPT CONFIRMATION DELIVERY (Fedex, DHL, UPS, USPS, Certified, Registered, etc.)**

United States Environmental Protection Agency  
Government Lockbox 979077  
1005 Convention Plaza  
SL-MO-C2-GL  
St. Louis, MO 63101

Each check shall be identified with a notation thereon listing the following: ***In the Matter of Suite K Value Added Services LLC*** and shall bear the Docket No. **FIFRA-02-2021-5198**.

If Respondent chooses to make payment electronically through Fedwire, Respondent shall provide the following information to its remitter bank (Federal Reserve Bank of New York) when each payment is made:

- a. Amount of payment
- b. SWIFT address: **FRNUS33, 33 Liberty Street, New York, NY 10045**
- c. Account Code for Federal Reserve Bank of New York receiving payment: **68010727**
- d. Federal Reserve Bank of New York ABA routing number: **021030004**
- e. Field Tag 4200 of the Fedwire message should read: **“D 68010727 Environmental Protection Agency”**
- f. Name of Respondent: **Suite K Value Added Services LLC**
- g. Case Docket Number: **FIFRA-02-2021-5198**

6. Pursuant to 31 U.S.C. § 3717 and 40 C.F.R. § 13.11, EPA is entitled to assess interest, administrative costs and late payment penalties on outstanding debts owed to the United States, including the United States Environmental Protection Agency, and a charge to cover costs of processing and handling delinquent claims. Title 40 C.F.R. § 13.119(a)(1) provides for assessing the annual rate of interest that is equal to the rate of the current value of funds to the United States Treasury (i.e., the Treasury tax and loan account rate) on installment payments, which is two percent (2%) per annum for calendar year 2020. <https://www.fiscal.treasury.gov/reports-statements/cy/fr/>

7. The civil penalty of \$31,500, set forth in paragraph 5 above, shall be paid in seven installments, with applicable interest at the rate of 2% per annum on the outstanding principal balance, as described immediately below. Respondent shall make a total payment of \$31,739.16, inclusive of \$239.16 in interest, as follows:

- a. 1<sup>st</sup> Payment: The first payment in the amount of Three Thousand and Fifty Two Dollars and Fifty Cents (\$3,052.50), consisting of a principal payment of \$3,000 and an interest payment of \$52.50, shall be paid on or before ninety (90) days of the effective date of the CAFO (“due date #1”).

- b. 2<sup>nd</sup> Payment: The second payment in the amount of Three Thousand and Forty Seven Dollars and Fifty Cents (\$3,047.50), consisting of a principal payment of \$3,000 and an interest payment of \$47.50, shall be paid on or before one hundred and twenty (120) days of the effective date of the CAFO (“due date #2”).
- c. 3<sup>rd</sup> Payment: The third payment in the amount of Four Thousand and Forty Two Dollars and Fifty Cents (\$4,042.50), consisting of a principal payment of \$4,000 and an interest payment of \$42.50, shall be paid on or before one hundred and fifty (150) days of the effective date of the CAFO (“due date #3”).
- d. 4<sup>th</sup> Payment: The fourth payment in the amount of Four Thousand and Thirty Five Dollars and Eighty Three Cents (\$4,035.83), consisting of a principal payment of \$4,000 and an interest payment of \$35.83, shall be paid on or before one hundred and eighty (180) days of the effective date of the CAFO (“due date #4”).
- e. 5<sup>th</sup> Payment: The fifth payment in the amount of Five Thousand and Twenty Nine Dollars and Seventeen Cents (\$5,029.17), consisting of a principal payment of \$5,000 and an interest payment of \$29.17, shall be paid on or before two hundred and ten (210) days of the effective date of the CAFO (“due date #5”).
- f. 6<sup>th</sup> Payment: The 6<sup>th</sup> payment in the amount of Six Thousand and Twenty Dollars and Eighty Three Cents (\$6,020.83), consisting of a principal payment of \$6,000 and an interest payment of \$20.83, shall be paid on or before two hundred and forty (240) days of the effective date of the CAFO (“due date #6”).
- g. 7<sup>th</sup> Payment; The seventh payment in the amount of Six Thousand Five Hundred and Ten Dollars and Eighty Three Cents (\$6,510.83) consisting of a principal payment of \$6,500 and an interest payment of \$10.83, shall be paid on or before two hundred and seventy (270) days of the effective date of the CAFO (“due date #7”).

8. Failure to pay the full amount of the penalty, according to the above provisions, will result in the referral of this matter to the United States Department of Justice and/or the United States Department of Treasury for collection and/or other appropriate action.

9. If Respondent fails to make timely payment of any of the required installment payments in accordance with the schedule set forth in Paragraph 7, above, 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, late penalty charges and attorney fees and collection costs, as described in paragraphs 10(A)-(C) below, in the event of any such failure or default and remit such payment in accordance with the payment instructions in paragraph 5, above.

10. A. Interest: Any unpaid portion of a civil penalty must bear interest at the rate established by the Secretary of the Treasury pursuant to 31 U.S.C. § 3717(a)(1). Interest will therefore begin to accrue on any portion of the civil penalty not paid by the relevant Due Date(s) specified above. Interest will be assessed at the rate of the United States Treasury tax and loan rate in accordance with 40 C.F.R. § 13.11(a).

B. Handling Charges: Pursuant to 31 U.S.C. § 3717(e)(1), a monthly handling charge of fifteen dollars (\$15.00) shall be assessed for each thirty (30) day calendar day period or any portion thereof, following the date the payment was to have been made, in which payment of the amount remains in arrears.

C. Late Penalty Charge: A late penalty charge of six percent (6%) per year will be assessed monthly on any portion of the civil penalty that remains delinquent more than ninety (90) calendar days. 40 C.F.R. § 13.11(c). The late payment penalty on any portion of the civil penalty that

remains delinquent more than ninety days shall accrue from the first day payment is delinquent. 31 C.F.R. § 901.9(d).

11. Respondent may, at any time after commencement of payment under the installment schedule, elect to pay the entire principal balance, together with accrued interest to the date of such full payment.

12. The civil penalty (including any payment(s) for interest or late payment and handling charges that have become due) constitutes a penalty within the meaning of 26 U.S.C. § 162(f) and does not constitute a deductible expenditure for purposes of federal or state law.

13. Respondent acknowledges its awareness that false or misleading certification and submission of false or misleading information or documentation 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 or documentation certified to and/or provided and/or representations made to Complainant is false or, in any material respect, inaccurate.

14. Nothing in this Consent Agreement, including payment of penalties identified in this Consent Agreement, shall preclude EPA from initiating a separate criminal investigation pursuant to 18 U.S.C. § 1001 *et seq.* or any other applicable laws.

15. Respondent consents to the use of electronic signatures in this matter and to service upon it of a copy of this Consent Agreement and Final Order by an EPA employee other than the Regional Hearing Clerk via electronic mail to the following addressees.

Kathleen Croddick at the email address: [kcm@suite-k.com](mailto:kcm@suite-k.com)

Margaret Carmeli at the email address: [Margaret.carmeli@offitkurman.com](mailto:Margaret.carmeli@offitkurman.com)

Delivery of the fully executed documents to the email addresses in this paragraph shall constitute Respondent's receipt and acceptance of the CAFO.

16. Any responses, documentation, and other communication submitted to EPA in connection with this Consent Agreement shall be sent by regular mail and email to:

Kristen Ridarick  
Lead Paint & Pesticides Compliance Section  
Enforcement and Compliance Assurance Division  
U.S. Environmental Protection Agency – Region 2  
2890 Woodbridge Avenue, MS 500  
Edison, NJ 08837  
[Ridarick.kristen@epa.gov](mailto:Ridarick.kristen@epa.gov)

and

Bruce Aber  
Assistant Regional Counsel  
Office of Regional Counsel  
U.S. Environmental Protection Agency – Region 2  
290 Broadway, 16<sup>th</sup> Floor  
New York, NY 10007-1866  
[Aber.bruce@epa.gov](mailto:Aber.bruce@epa.gov)

Unless the above-named EPA contacts are later advised otherwise by electronic mail, EPA shall address any written future correspondence (including any correspondence related to payment of the penalty in accordance with the provisions of this CAFO), to the addressees identified in paragraph 15, above.

17. This Consent Agreement is being voluntarily and knowingly entered into by the Complainant and Respondent. Full payment of the penalty described in paragraph 5 above shall only resolve Respondent's liability for federal civil penalties for the violations and facts described in Paragraphs 29 to 46 of the "Findings of Fact and Conclusions of Law" section in this Consent Agreement. Full payment of this penalty shall not in any case 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.

18. For the purpose of this proceeding and in the interest of an expeditious resolution of this matter, Respondent (a) admits that EPA has jurisdiction pursuant to Section 14 of FIFRA, 7 U.S.C. § 1361(a), to commence a civil administrative proceeding based on the Findings of Fact and Conclusions

of Law section above; and (b) neither admits nor denies any determination in the Findings of Fact and Conclusions of Law contained herein.

19. Respondent has read the Consent Agreement, understands its terms, finds it to be reasonable and consents to the issuance and its terms. Respondent consents to the issuance of the accompanying Final Order. Respondent agrees that all terms of settlement are set forth herein.

20. Respondent explicitly and knowingly consents to the assessment of the civil penalty as set forth in this Consent Agreement and agrees to pay the civil penalty and any stipulated penalties that become due in accordance with the terms of this Consent Agreement.

21. Respondent explicitly and knowingly waives its right to request or to seek any Hearing on the Complaint, this Consent Agreement or on the Findings of Fact and Conclusions of Law herein, or on the accompanying Final Order.

22. The Respondent agrees not to contest the validity or any term of this CAFO in any action brought: a) by the United States, including EPA, to enforce this CAFO; or b) to enforce a judgment relating to this CAFO. Any failure by Respondent to perform fully any requirement herein will be considered a violation of this CAFO and may subject Respondent to a civil judicial action by the United States to enforce the provisions of this CAFO.

23. Respondent waives any right it might have to appeal this Consent Agreement and the accompanying Final Order.

24. This Consent Agreement and any provision herein shall not be construed as an admission of liability in any criminal or civil action or other administrative proceeding, except in an action or proceeding to enforce or seek compliance with this Consent Agreement and its accompanying Final Order.

25. This Consent Agreement and Final Order does not relieve Respondent of its obligations to comply with all applicable provisions of federal, state or local law, nor shall it be construed to be a

ruling on, or a determination of, any issue related to any federal, state or local permit. This Consent Agreement and Final Order does not waive, extinguish, or otherwise affect Respondent's obligation to comply with all applicable provisions of FIFRA and the regulations promulgated thereunder.

26. Nothing in this Consent Agreement and Final Order shall be construed as a release from any other action under any law and/or regulation administered by EPA.

27. Each undersigned signatory to this Consent Agreement certifies that: a) he or she is duly and fully authorized to enter into this Consent Agreement and all the terms, conditions and requirements set forth in this Consent Agreement and Final Order, and b) he or she is duly and fully authorized to bind the party on behalf of whom (which) he or she is entering this Consent Agreement to comply with and abide by all the terms, conditions and requirements of this Consent Agreement.

28. The provisions of this Consent Agreement and Final Order shall be binding upon both EPA and Respondent, its officers/officials, agents, authorized representatives and successors or assigns.

29. Each party hereto agrees to bear its own costs and fees in this matter.

**In the Matter of Suite K Value Added Services LLC, FIFRA-02-2021-5198**

RESPONDENT:

BY: Kathleen Croddick Molyneux  
(Signature)

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NAME: Kathleen Croddick Molyneux

TITLE: President

COMPANY NAME: Suite K Value Added Services LLC

DATE: 12/18/2020

COMPLAINANT:

*John Gorman*

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*for* Dore LaPosta, Director  
Enforcement & Compliance  
Assurance Division  
U.S. Environmental Protection  
Agency - Region 2

DATE: 12/23/2020

**In the Matter of Suite K Value Added Services LLC, FIFRA-02-2021-5198**

FINAL ORDER

The Regional Judicial Officer of the U.S. Environmental Protection Agency, Region 2, concurs in the foregoing Consent Agreement in the case of In the Matter of Suite K Value Added Services, LLC bearing Docket Number FIFRA-02-2021-5198. Said Consent Agreement, having been duly accepted and entered into by the parties, is hereby ratified and incorporated into this Final Order, which is hereby issued and shall take effect when filed with the Regional Hearing Clerk of EPA, Region 2. 40 C.F.R. § 22.31(b). This Final Order is being entered pursuant to the authority of 40 C.F.R. § 22.18(b)(3). The effective date of this Order shall be the date of electronic filing with the Regional Hearing Clerk, United States Environmental Protection Agency, Region 2, New York, New York.

*Helen Ferrara*

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HELEN FERRARA  
Regional Judicial Officer  
U.S. Environmental Protection Agency - Region 2  
290 Broadway  
New York, New York 10007-1866

DATE: *December 23, 2020*

**In the Matter of Suite K Value Added Service LLC, FIFRA-02-2021-5198**

**CERTIFICATE OF SERVICE**

I certify that I have this day caused to be sent the foregoing fully executed Consent Agreement and Final Order (“CAFO”), bearing the above-referenced docket number, in the following manner to the respective addressees listed below:

By Electronic Mail:

Karen Maples  
Office of the Regional Hearing Clerk  
U.S. Environmental Protection  
Agency, Region 2  
290 Broadway, 16<sup>th</sup> Floor  
New York, New York 10007-1866  
[Maples.karen@epa.gov](mailto:Maples.karen@epa.gov)

By Electronic Mail

Margaret B. Carmeli, Counsel for Suite K Added  
Value Services, LLC  
Offit Kurman Law Office  
99 Wood Avenue South, Suite 302  
Iselin, New Jersey 08830  
[Margaret.caremeli@offitkurman.com](mailto:Margaret.caremeli@offitkurman.com)

Kathleen Croddick, President  
Suite K Added Value Services, LLC  
30-32 Executive Avenue  
Edison, New Jersey 08817  
[Kem@suite-k.com](mailto:Kem@suite-k.com)

Dated: December 23, \_\_\_ 2020  
New York, New York

*Yolanda Majette*

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