

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

<b>In the Matter of:</b>	:	<b>Consent Agreement and Final Order</b>
Lico Inc.	:	U.S. EPA Docket Number
929 Fifth Avenue	:	FIFRA-03-2018-0034
McKeesport, Pennsylvania 15132	:	Proceeding Under Section 14 of the
<b>Respondent.</b>	:	Federal Insecticide, Fungicide and
	:	Rodenticide Act, as amended, 7 U.S.C.
	:	§ 136l
	:	:

**CONSENT AGREEMENT**

**Preliminary Statement**

This Consent Agreement is entered into by the Director, Land and Chemicals Division, U.S. Environmental Protection Agency, Region III (“Complainant”), and by Lico Inc. (Respondent”), pursuant to Section 14(a) of the Federal Insecticide, Fungicide, and Rodenticide Act (“FIFRA”), *as amended*, 7 U.S.C. § 136l(a), and Sections 22.13(b) and 22.18(b) of the *Consolidated Rules of Practice Governing the Administrative Assessment of Civil Penalties and the Revocation/ Termination or Suspension of Permits (“Consolidated Rules of Practice”)*, 40 C.F.R. §§ 22.13(b) and 22.18(b). This Consent Agreement (“CA”) and the attached Final Order (collectively, “CAFO”) resolve Complainant's civil penalty claims against the Respondent arising from the violations of FIFRA alleged herein.

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

**Jurisdiction**

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

**General Provisions**

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

RECEIVED  
2018 JAN 11 AM 10:05  
REGIONAL HEARING  
EPA REGION III, PHILADELPHIA

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

EPA’s Findings of Fact and Conclusions of Law

9. In accordance with Sections 22.13(b) and 22.18(b)(2) and (3) of the *Consolidated Rules of Practice*, Complainant alleges and adopts the following findings of fact and conclusions of law.
10. Section 25(a)(1) of FIFRA, 7 U.S.C. § 136w(a)(1), authorizes EPA to prescribe regulations to carry out the provisions of FIFRA.
11. Section 2(s) of FIFRA, 7 U.S.C. § 136(s), defines “person” to mean any individual, partnership, association, corporation, or any organized group of persons whether incorporated or not.
12. Respondent is a corporation, with a principal place of business located at 929 Fifth Avenue, McKeesport, Pennsylvania 15132.
13. Respondent is a “person” as defined in Section 2(s) of FIFRA, 7 U.S.C. § 136(s).
14. Pursuant to Section 2(gg) of FIFRA, 7 U.S.C. § 136(gg), to “distribute or sell” means to distribute, sell, offer for sale, hold for distribution, hold for sale, hold for shipment, ship, deliver for shipment, release for shipment, or receive and (having so received) deliver or offer to deliver.
15. Respondent is a “wholesaler, dealer, retailer or other distributor” subject to the assessment of a civil penalty under Section 14(a)(1) of FIFRA, 7 U.S.C. § 136l(a)(1).



16. Pursuant to Section 2(t) of FIFRA, 7 U.S.C. § 136(t), the term “pest” includes “viruses, bacteria, or other micro-organisms. . . .”
17. Pursuant to Section 2(u) of FIFRA, 7 U.S.C. § 136(u), the term “pesticide” means, *inter alia*, “any substance or mixture of substances intended for preventing, destroying, repelling, or mitigating any pest.”
18. Pursuant to 40 C.F.R. § 152.15, “[a] substance is considered to be intended for a pesticidal purpose . . . if: (a) The person who distributes or sells the substance claims, states, or implies (by labeling or otherwise): (1) That the substance (either by itself or in combination with any other substance) can or should be used as a pesticide . . . .”
19. Pursuant to Section 3(a) of FIFRA, 7 U.S.C. § 136a(a), and 40 C.F.R. § 152.15, anyone (“Registrant”) who is going to distribute or sell a pesticide for a pesticidal purpose to any person must register that pesticide with EPA.
20. In order to register a pesticide, Section 3(c)(1)(C) of FIFRA, 7 U.S.C. § 136a(c)(1)(C), requires the Registrant to submit, among other things, a complete copy of the pesticide’s labeling.
21. In accordance with Section 3(c)(5)(B) of FIFRA, 7 U.S.C. § 136a(c)(5)(B), EPA will register the pesticide if, among other things, the labeling meets the requirements of FIFRA.
22. In accordance with Section 3(b)(1) of FIFRA, 7 U.S.C. § 136a(b)(1), and 40 C.F.R. § 152.132, a registered pesticide may be distributed or sold using another person’s name and address instead of (or in addition to) the Registrant’s own.
23. In accordance with 40 C.F.R. 152.132, if the Registrant distributes or sells his registered product under another person’s name and address instead of (or in addition to) his own, the distribution and sale is termed a “supplemental distribution” and the pesticide is referred to as a “distributor product.”
24. 40 C.F.R. 152.132(d) requires that the label of the distributor product be the same as (with some minor exceptions) the label the Registrant submitted to EPA to register the pesticide (“Approved Label”).
25. Section 12(a)(1)(E) of FIFRA, 7 U.S.C. § 136j(a)(1)(E), makes it unlawful for any person in any state to distribute or sell to any person any pesticide which is misbranded.

Count I  
(Distribution or Sale of a Misbranded Pesticide – Triple Crown Plus)

26. The allegations of the preceding paragraphs are incorporated by reference as though fully set forth herein.

27. Mason Chemical Corporation (“Mason”) is the primary registrant for the pesticide “MAQUAT 64-NHQ” (EPA Reg. No. 10324-154).
28. Respondent has an agreement with Mason to distribute or sell the pesticide “MAQUAT 64-NHQ” under the name “Triple Crown Plus” (EPA Reg. No. 10324-154-12367).
29. At all times relevant to the violations alleged herein, the label that Respondent placed on containers of Triple Crown Plus bore the following language:

Triple Crown Plus – One Step Disinfectant Germicidal Detergent. Disinfectant, Cleaner, Mildewstat, Fungicide, Virucide for Hospitals, Nursing Homes, Food Service, Commercial, Institutional, and Industrial Use.
30. The language described in Paragraph 29 claims, states or implies that Triple Crown Plus can or should be used as a pesticidal product within the meaning of 40 C.F.R. § 152.15.
31. As a result of the language described in Paragraph 29 that claims, states or implies that Triple Crown Plus is a pesticidal product, at all times relevant to the violations alleged herein, Triple Crown Plus was a “pesticide” within the meaning of Section 2(u) of FIFRA, 7 U.S.C. § 136(u), and 40 C.F.R. § 152.3.
32. Pursuant to Section 2(q)(1)(F) of FIFRA, 7 U.S.C. § 136(q)(1)(F), a pesticide is “misbranded” if, *inter alia*, the labeling accompanying it does not contain directions for use which are necessary for effecting the purpose for which the product is intended and if complied with, together with any requirements imposed under Section 3(d) of FIFRA, 7 U.S.C. § 136a(d), are adequate to protect health and the environment.
33. The EPA-Accepted label for MAQUAT 64-NHQ, dated May 20, 2013, contained specific directions for use, including storage and disposal directions, and a warning or caution statement, if compiled with are necessary to protect health and the environment.
34. During a January 15, 2016 inspection of Respondent’s facility and information obtained from subsequent requests, EPA collected a supplemental registration label for the distributor product Triple Crown Plus (“TCP Collected Label”).
35. The TCP Collected Label did not contain the approved directions for use, including storage and disposal directions, as listed on the MAQUAT 64-NHQ label.
36. As a result, Triple Crown Plus was misbranded.
37. On the following five (5) occasions in 2015: September 4, 2015, September 28, 2015, October 29, 2015, December 10, 2015 and December 15, 2015, Respondent distributed and/or sold one or more cases of the distributor product Triple Crown Plus to a person.
38. Respondent’s distribution and/or sale of a pesticide without including approved directions for use, including storage and disposal directions, constitutes an unlawful act under



Section 12(a)(1)(E) of FIFRA, 7 U.S.C. § 136j(a)(1)(E), for which penalties may be assessed pursuant to Section 14(a) of FIFRA, 7 U.S.C. § 136l(a).

39. Respondent's distributions and/or sales of the misbranded pesticide Triple Crown Plus constitutes an unlawful act under Section 12(a)(1)(E) of FIFRA, 7 U.S.C. § 136j(a)(1)(E), for which penalties may be assessed pursuant to Section 14(a) of FIFRA, 7 U.S.C. § 136l(a).

Count II

(Distribution or Sale of a Misbranded Pesticide – Triumph 7)

40. The allegations of the preceding paragraphs are incorporated by reference as though fully set forth herein.
41. Mason Chemical Corporation ("Mason") is the primary registrant for the pesticide "MAQUAT 128-NHQ" (EPA Reg. No. 10324-155).
42. Respondent has an agreement with Mason to distribute or sell the pesticide "MAQUAT 128-NHQ" under the name "Triumph 7" (EPA Reg. No. 10324-155-12367).
43. At all times relevant to the violations alleged herein, the label that Respondent placed on containers of Triumph 7 bore the following language:
- Triumph 7 – Disinfectant Germicidal and Detergent. Disinfectant, Cleaner, Mildewstat, Fungicide, Virucide for Hospitals, Nursing Homes, Food Service, Commercial, Institutional, and Industrial Use.
44. The language described in Paragraph 43 claims, states or implies that Triumph 7 can or should be used as a pesticidal product within the meaning of 40 C.F.R. § 152.15.
45. As a result of the language described in Paragraph 43 that claims, states or implies that Triumph 7 is a pesticidal product, at all times relevant to the violations alleged herein, Triumph 7 was a "pesticide" within the meaning of Section 2(u) of FIFRA, 7 U.S.C. § 136(u), and 40 C.F.R. § 152.3.
46. Pursuant to Section 2(q)(1)(F) of FIFRA, 7 U.S.C. § 136(q)(1)(F), a pesticide is "misbranded" if, *inter alia*, the labeling accompanying it does not contain directions for use which are necessary for effecting the purpose for which the product is intended and if complied with, together with any requirements imposed under Section 3(d) of FIFRA, 7 U.S.C. § 136a(d), are adequate to protect health and the environment.
47. Pursuant to Section 2(q)(1)(G) of FIFRA, 7 U.S.C. § 136(q)(1)(G), a pesticide is "misbranded" if, *inter alia*, the label does not contain a warning or caution statement which may be necessary and if compiled with, together with any requirements imposed under section 136a(d) of this title, is adequate to protect health and the environment.

48. The EPA-Accepted label for MAQUAT 128-NHQ, dated March 26, 2013, contained specific directions for use, including storage and disposal directions, and a warning or caution statement, if compiled with are necessary to protect health and the environment.
49. During a January 15, 2016 inspection of Respondent's facility and information obtained from subsequent requests, EPA collected a supplemental registration label for the distributor product Triumph 7 ("T7 Collected Label").
50. The T7 Collected Label did not contain the approved directions for use, including storage and disposal directions, as listed on the MAQUAT 128-NHQ label.
51. The T7 Collected Label did not contain the approved warning or caution statement as listed on the MAQUAT 128-NHQ label.
52. As a result, Triumph 7 was misbranded.
53. On the following five (5) occasions: December 30, 2015, January 5, 2016, twice on January 8, 2016 and January 12, 2016, Respondent distributed and/or sold one or more cases of the distributor product Triumph 7 to a person.
54. Respondent's distribution and/or sale of a pesticide without including approved directions for use, including storage and disposal directions, constitutes an unlawful act under Section 12(a)(1)(E) of FIFRA, 7 U.S.C. § 136j(a)(1)(E), for which penalties may be assessed pursuant to Section 14(a) of FIFRA, 7 U.S.C. § 136l(a).
55. Respondent's distribution and/or sale of a pesticide without including approved warning or caution statement constitutes an unlawful act under Section 12(a)(1)(E) of FIFRA, 7 U.S.C. § 136j(a)(1)(E), for which penalties may be assessed pursuant to Section 14(a) of FIFRA, 7 U.S.C. § 136l(a).
56. Respondent's distributions and/or sales of the misbranded pesticide Triumph 7 constitutes an unlawful act under Section 12(a)(1)(E) of FIFRA, 7 U.S.C. § 136j(a)(1)(E), for which penalties may be assessed pursuant to Section 14(a) of FIFRA, 7 U.S.C. § 136l(a).

Count III  
(Distribution or Sale of a Misbranded Pesticide – Lemonfect)

57. The allegations of the preceding paragraphs are incorporated by reference as though fully set forth herein.
58. Mason Chemical Corporation ("Mason") is the primary registrant for the pesticide "MAQUAT 32-NHQ" (EPA Reg. No. 10324-157).
59. Respondent has an agreement with Mason to distribute or sell the pesticide "MAQUAT 32-NHQ" under the name "Lemonfect" (EPA Reg. No. 10324-157-12367).



60. At all times relevant to the violations alleged herein, the label that Respondent placed on containers of Lemonfect bore the following language:

Lemonfect – Disinfectant, Cleaner, Mildewstat, Fungicide, Virucide for Hospitals, Nursing Homes, Food Service, Commercial, Institutional, and Industrial Use.

61. The language described in Paragraph 60 claims, states or implies that Lemonfect can or should be used as a pesticidal product within the meaning of 40 C.F.R. § 152.15.
62. As a result of the language described in Paragraph 60 that claims, states or implies that Lemonfect is a pesticidal product, at all times relevant to the violations alleged herein, Lemonfect was a “pesticide” within the meaning of Section 2(u) of FIFRA, 7 U.S.C. § 136(u), and 40 C.F.R. § 152.3.
63. Pursuant to Section 2(q)(1)(F) of FIFRA, 7 U.S.C. § 136(q)(1)(F), a pesticide is “misbranded” if, *inter alia*, the labeling accompanying it does not contain directions for use which are necessary for effecting the purpose for which the product is intended and if complied with, together with any requirements imposed under Section 3(d) of FIFRA, 7 U.S.C. § 136a(d), are adequate to protect health and the environment.
64. Pursuant to Section 2(q)(1)(G) of FIFRA, 7 U.S.C. § 136(q)(1)(G), a pesticide is “misbranded” if, *inter alia*, the label does not contain a warning or caution statement which may be necessary and if compiled with, together with any requirements imposed under section 136a(d) of this title, is adequate to protect health and the environment.
65. The EPA-Accepted label for MAQUAT 32-NHQ, dated March 26, 2013, contained specific directions for use, including storage and disposal directions, and a warning or caution statement, if compiled with are necessary to protect health and the environment.
66. During a January 15, 2016 inspection of Respondent’s facility and information obtained from subsequent requests, EPA collected a supplemental registration label for the distributor product Lemonfect (“Lemonfect Collected Label”).
67. The Lemonfect Collected Label did not contain the approved directions for use, including storage and disposal directions, as listed on the MAQUAT 32-NHQ label.
68. The Lemonfect Collected Label did not contain the approved warning or caution statement as listed on the MAQUAT 32-NHQ label.
69. As a result, Lemonfect was misbranded.
70. On the following five (5) occasions: November 10, 2015, December 7, 2015, December 17, 2015, December 30, 2015 and January 5, 2016, Respondent distributed and/or sold one or more cases of the distributor product Lemonfect to a person.

**In the Matter of:**

Lico Inc.

EPA Docket No. FIFRA-03-2018-0034

71. Respondent's distribution and/or sale of a pesticide without including approved directions for use, including storage and disposal directions, constitutes an unlawful act under Section 12(a)(1)(E) of FIFRA, 7 U.S.C. § 136j(a)(1)(E), for which penalties may be assessed pursuant to Section 14(a) of FIFRA, 7 U.S.C. § 136l(a).
72. Respondent's distribution and/or sale of a pesticide without including approved warning or caution statement constitutes an unlawful act under Section 12(a)(1)(E) of FIFRA, 7 U.S.C. § 136j(a)(1)(E), for which penalties may be assessed pursuant to Section 14(a) of FIFRA, 7 U.S.C. § 136l(a).
73. Respondent's distributions and/or sales of the misbranded pesticide Triumph 7 constitutes an unlawful act under Section 12(a)(1)(E) of FIFRA, 7 U.S.C. § 136j(a)(1)(E), for which penalties may be assessed pursuant to Section 14(a) of FIFRA, 7 U.S.C. § 136l(a).

Civil Penalty

74. In settlement of the above-captioned action Respondent consents to the assessment of a civil penalty of **FIVE HUNDRED DOLLARS (\$500.00)**, which Respondent agrees to pay in accordance with the terms set forth below. Such civil penalty amount shall become due and payable immediately upon receipt by Respondent of a true and correct copy of the fully executed and filed CAFO. However, in accordance with 40 C.F.R. § 13.11(a)(1), EPA will not seek to recover interest on any amount of the penalty that is paid within thirty (30) calendar days after the date on which such interest begins to accrue.
75. The Parties represent that the settlement terms are reasonable and are based upon Complainant's consideration of a number of factors, including, but not limited to, the statutory factors set forth in Section 14(a)(4) of FIFRA, 7 U.S.C. § 136l(a)(4), *i.e.*, the size of Respondent's business, the effect of the penalty on Respondent's ability to continue in business, the gravity of the violation, and the Respondent's good faith efforts. These factors were applied to the particular facts and circumstances of this case with specific reference to EPA's December 2009 *FIFRA Enforcement Response Policy Federal Insecticide, Fungicide, and Rodenticide Act* and 40 C.F.R. Part 19.
76. Payment of the civil penalty amount required under the terms of Paragraph 74, above, shall be made as follows:
  - a. All payments by Respondent shall reference Respondent's name and address, and the Docket Number of this action, that is, FIFRA-03-2018-0034;
  - b. All checks shall be made payable to "**United States Treasury**";
  - c. All payments made by check and sent by regular mail shall be addressed for delivery to:

U.S. Environmental Protection Agency



Cincinnati Finance Center  
P.O. Box 979077  
St. Louis, MO 63197-9000  
Contact: 513-487-2091

- d. All payments made by check and sent by overnight delivery service (FedEx, DHL, UPS, etc.) shall be addressed for delivery to:

U.S. Environmental Protection Agency  
Government Lockbox 979077  
1005 Convention Plaza  
SL-MO-C2-GL  
St. Louis, MO 63101  
Contact: 314-418-1028

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

Cincinnati Finance  
US EPA, MS-NWD  
26 W ML King Drive  
Cincinnati, OH 45268-0001

- f. All payments made by electronic wire transfers shall be made through the Federal Reserve Bank of New York using the following information:

ABA = 021030004  
Account No. = 68010727  
SWIFT address = FRNYUS33  
33 Liberty Street  
New York, NY 10045

Field Tag 4200 of the Fedwire message should read:  
"D 68010727 Environmental Protection Agency"

- g. All electronic payments made through the Automated Clearinghouse (ACH), also known as Remittance Express (REX), shall be directed to:

US Treasury REX / Cashlink ACH Receiver  
ABA = 051036706  
Account No.: 310006, Environmental Protection Agency  
CTX Format Transaction Code 22 - Checking

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

Contact: Randolph Maxwell 202-874-3720 or REX 866-234-5681

h. On-Line Payment Option:

WWW.PAY.GOV/PAYGOV

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

i. Additional payment guidance is available at the following internet address:

[www2.epa.gov/financial/makepayment](http://www2.epa.gov/financial/makepayment)

77. At the same time that any payment is made, Respondent shall mail copies of any corresponding check, or provide written notification confirming any electronic wire transfer, automated clearinghouse or online payment to the following addressees:

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

and

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

78. The person signing this CA on behalf of the Respondent certifies to Complainant that, upon investigation, to the best of their knowledge and belief, the Respondent is in compliance with all applicable requirements of FIFRA, 7 U.S.C. § 136 et seq.

Other Applicable Laws

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

Reservation of Rights

80. This CAFO resolves only EPA's civil claims for penalties for the specific violations of FIFRA alleged in this Consent Agreement. EPA reserves the right to commence action against any person, including Respondent, in response to any condition that EPA



determines may present an imminent and substantial endangerment to the public health, public welfare, or the environment. In addition, this settlement is subject to all limitations on the scope of resolution and to the reservation of rights set forth in Section 22.18(c) of the *Consolidated Rules of Practice*. Further, EPA reserves any rights and remedies available to it under FIFRA, the regulations promulgated thereunder, and any other Federal laws or regulations for which EPA has jurisdiction, to enforce the provisions of this CAFO, following its filing with the Regional Hearing Clerk.

#### Full and Final Satisfaction

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

#### Parties Bound

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

#### Effective Date

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

#### Entire Agreement

84. This Consent Agreement and the accompanying Final Order constitute the entire agreement and understanding of the parties regarding settlement of all claims pertaining to the specific violations alleged herein and there are no representations, warranties, covenants, terms, or conditions agreed upon between the parties other than those expressed in this CA and the attached Final Order.

In the Matter of:  
Lico Inc.  
EPA Docket No. FIFRA-03-2018-0034

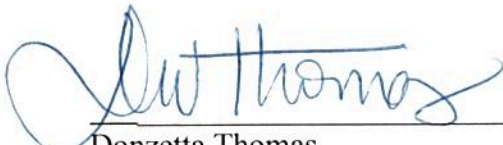
For Respondent:

11-28-17  
Date

  
\_\_\_\_\_  
Sam Lichtenstein, CEO  
Lico, Inc.

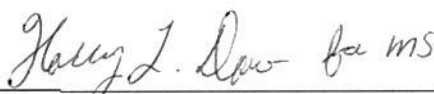
For Complainant:

12/5/17  
Date

  
\_\_\_\_\_  
Donzetta Thomas  
Senior Assistant Regional Counsel  
U.S. EPA, Region III

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

12/22/2017  
Date

  
\_\_\_\_\_  
Martha Shimkin, Acting Director  
Land and Chemicals Division  
U.S. EPA, Region III



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

---

<b>In the Matter of:</b>	:	Consent Agreement and Final Order
	:	
Lico Inc.	:	U.S. EPA Docket Number
929 Fifth Avenue	:	FIFRA-03-2018-0034
McKeesport, Pennsylvania 15132	:	
	:	Proceeding Under Section 14 of the
	:	Federal Insecticide, Fungicide and
	:	Rodenticide Act, as amended, 7 U.S.C.
	:	§ 136/
<b>Respondent.</b>	:	
	:	

---


**FINAL ORDER**

Complainant, the Director, Land and Chemicals Division, U.S. Environmental Protection Agency, Region III, and Lico Inc. ("Respondent") have executed a document entitled "Consent Agreement" which I hereby ratify as a Consent Agreement in accordance with the *Consolidated Rules of Practice Governing the Administrative Assessment of Civil Penalties and the Revocation/ Termination or Suspension of Permits*, 40 C.F.R. Part 22. The terms of the foregoing Consent Agreement are accepted by the undersigned and incorporated herein as if set forth at length.

**NOW, THEREFORE, PURSUANT TO** 40 C.F.R. § 22.18(b)(3) and Section 14(a) of the Federal Insecticide, Fungicide and Rodenticide Act ("FIFRA"), as amended, 7 U.S.C. § 136/ (a), and having determined, based on the representations of the parties in the attached Consent Agreement, that the civil penalty agreed to therein is based upon a consideration of the factors set forth in Section 14(a)(4) of FIFRA, 7 U.S.C. § 136/ (a)(4), **IT IS HEREBY ORDERED** that Respondent pay a civil penalty of FIVE HUNDRED DOLLARS (\$500.00), as set forth in the Consent Agreement, and to comply with the terms and conditions of the Consent Agreement.

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

Date: Jan. 10, 2018

  
\_\_\_\_\_  
Joseph J. Eisa  
Regional Judicial and Presiding Officer  
U.S. EPA, Region III





**In the Matter of:**  
Lico Inc.  
EPA Docket No. FIFRA-03-2018-0034


**CERTIFICATE OF SERVICE**

I certify that the foregoing CONSENT AGREEMENT AND FINAL ORDER in the above referenced matter was sent this day in the following manner to the below addressees.

**Original and One Copy by Hand-Delivery:**  
Regional Hearing Clerk

**Copy by UPS Overnight Delivery:**  
Sam Lichtenstein, CEO  
Lico Inc.  
929 Fifth Avenue  
McKeesport, Pennsylvania 15132

4/11/18  
Date

  
\_\_\_\_\_  
Donzetta Thomas (3RC50)  
Senior Assistant Regional Counsel  
U.S. EPA, Region III

