

UNITED STATES ENVIRONMENTAL PROTECTION AGENCY
REGION 3
Philadelphia, Pennsylvania 19103

FILED

Apr 15, 2025

1:48 pm

**U.S. EPA REGION 3
HEARING CLERK**

In the Matter of: :
:
Quip Laboratories, Inc. : U.S. EPA Docket No. FIFRA-03-2025-0053
1500 Eastlawn Avenue :
Wilmington, DE 19802 : Proceeding under Section 14(a) of the Federal
 : Insecticide, Fungicide and Rodenticide Act, 7
Respondent. : U.S.C. § 136/(a)
:

CONSENT AGREEMENT

PRELIMINARY STATEMENT

1. This Consent Agreement is entered into by the Director of the Enforcement and Compliance Assurance Division, U.S. Environmental Protection Agency, Region 3 ("Complainant") and Quip Laboratories, Inc. ("Respondent") (collectively the "Parties"), pursuant to Section 14(a) of the Federal Insecticide, Fungicide and Rodenticide Act, 7 U.S.C. § 136/(a), and 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. Part 22. The Federal Insecticide, Fungicide and Rodenticide Act ("FIFRA" or the "Act") authorizes the Administrator of the U.S. Environmental Protection Agency to assess penalties and undertake other actions required by this Consent Agreement. The Administrator has delegated this authority to the Regional Administrator who, in turn, has delegated the authority to enter into agreements concerning administrative penalties to the Complainant. This Consent Agreement and the attached Final Order (hereinafter jointly referred to as the "Consent Agreement and Final Order") resolve Complainant's civil penalty claims against Respondent under the Act for the violations alleged herein.
2. In accordance with 40 C.F.R. §§ 22.13(b) and 22.18(b)(2) and (3) of the Consolidated Rules of Practice, Complainant hereby simultaneously commences and resolves this administrative proceeding.

JURISDICTION

3. The U.S. Environmental Protection Agency ("EPA") has jurisdiction over the above-captioned matter, as described in Paragraph 1, above.

4. The Consolidated Rules of Practice govern this administrative adjudicatory proceeding pursuant to 40 C.F.R. § 22.1(a).

GENERAL PROVISIONS

5. For purposes of this proceeding only, Respondent admits the jurisdictional allegations set forth in this Consent Agreement and Final Order.
6. Except as provided in Paragraph 5, above, Respondent neither admits nor denies the specific factual allegations set forth in this Consent Agreement.
7. Respondent agrees not to contest the jurisdiction of the EPA with respect to the execution of this Consent Agreement, the issuance of the attached Final Order, or the enforcement of this Consent Agreement and Final Order.
8. For purposes of this proceeding only, Respondent hereby expressly waives its right to contest the allegations set forth in this Consent Agreement and Final Order and waives its right to appeal the accompanying Final Order.
9. Respondent consents to the assessment of the civil penalty stated herein, to the issuance of any specified compliance order herein, and to any conditions specified herein.
10. Respondent shall bear its own costs and attorney's fees in connection with this proceeding.

FINDINGS OF FACT AND CONCLUSIONS OF LAW

11. In accordance with 40 C.F.R. §§ 22.13(b) and 22.18(b)(2) and (3) of the Consolidated Rules of Practice, Complainant alleges and adopts the Findings of Fact and Conclusions of Law set forth immediately below.
12. At all times relevant to the violations alleged herein, Respondent was and is a Delaware corporation with its principal place of business located at 1500 Eastlawn Avenue, Wilmington, DE 19802.
13. 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."
14. Respondent is a "person" as that term is defined in Section 2(s) of FIFRA, 7 U.S.C. § 136(s), and is subject to the assessment of civil penalties for the violations alleged herein.

15. 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.”
16. Section 2(t) of FIFRA, 7 U.S.C. § 136(t), defines a “pest” as “any insect, rodent, nematode, fungus, weed, or any other form of terrestrial or aquatic plant or animal life or virus bacteria or other micro-organism (except viruses, bacteria, or other micro-organisms on or in living man or other living animals) which the Administrator declares to be a pest under [Section 25(c)(1)].”
17. 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.” *See also* 40 C.F.R. § 152.3.
18. 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;” and 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”
19. Pursuant to the labeling requirements of 40 C.F.R. §156.10(a)(1), “[e]very pesticide product shall bear a label containing the information specified by the Act and the regulations in this part. The contents of a label must show clearly and prominently the following: (i) The name, brand, or trademark under which the product is sold as prescribed in paragraph (b) of this section; (ii) The name and address of the producer, registrant, or person for whom produced as prescribed in paragraph (c) of this section; (iii) The net contents as prescribed in paragraph (d) of this section; (iv) The product registration number as prescribed in paragraph (e) of this section; (v) The producing establishment number as prescribed in paragraph (f) of this section; (vi) An ingredient statement as prescribed in paragraph (g) of this section; (vii) Hazard and precautionary statements as prescribed in subpart D of this part for human and domestic animal hazards and subpart E of this part for environmental hazards. (viii) The directions for use as prescribed in paragraph (i) of this section; and (ix) The use classification(s) as prescribed in paragraph (j) of this section.”
20. On September 13, 2022, EPA conducted an unannounced FIFRA inspection of Respondent at its principal place of business located at 1500 Eastlawn Avenue, Wilmington, DE 19802.
21. On May 4, 2024, EPA issued Respondent a Notice of Potential Violations and Opportunity to Confer (“NOPVOC”).

Counts 1-83
Selling/Distributing a Misbranded Pesticide

22. The information and allegations in the preceding paragraphs of this Consent Agreement are incorporated herein by reference.
23. Under FIFRA Section 12(a)(1)(E), 7 U.S.C. § 136j(a)(1)(E), it is unlawful for any person in any State to distribute or sell to any person “any pesticide which is adulterated or misbranded.”
24. FIFRA Section 2(q), 7 U.S.C. § 136(q), states, “a pesticide is misbranded if – (1)(G) the label does not contain a warning or caution statement which may be necessary and if complied with, together with any requirements imposed under section 136a(d) of this title, is adequate to protect health and the environment. . . .”
25. The labeling requirements of 40 C.F.R. §156.10(a)(4)(i) require that, “[t]he label shall appear on or be securely attached to the immediate container of the pesticide product.”
26. Under 40 C.F.R. §156.68(d), “[t]he first aid statement must appear on the front panel of the label of all products assigned to Toxicity Category I by any route of exposure.”
27. MB-10 and Vimoba are registered pesticides under EPA Registration Number 70060-19-46269 as end use products for disinfection.
28. From September 1, 2021, through September 30, 2022, the MB-10 and Vimoba pesticides were sold in a foil packet and cardboard sleeve, with a First Aid statement appearing on the front panel of the cardboard sleeve. EPA finds that the immediate containers for MB-10 and Vimoba pesticides were the foil packet and the foil packet did not include a First Aid statement.
29. The labeling requirements of 40 C.F.R. §156.10(a)(5) state, in relevant and applicable part, that “a pesticide or a device . . . is misbranded if its labeling is false or misleading in any particular including both pesticidal and non-pesticidal claims.
30. Per 40 C.F.R. §156.10(a)(5), “[e]xamples of statements or representations in the labeling which constitute misbranding include: . . . (iv) A false or misleading comparison with other pesticides or devices; (v) Any statement directly or indirectly implying that the pesticide or device is recommended or endorsed by any agency of the Federal Government; . . . (ix) Claims as to the safety of the pesticide or its ingredients, including statements such as “safe,” “nonpoisonous,” “noninjurious,” “harmless” or “nontoxic to humans and pets” with or without such a qualifying phrase as “when used as directed”; and (x) Non-numerical and/or comparative statements on the safety of the product,

including but not limited to: (A) "Contains all natural ingredients"; (B) "Among the least toxic chemicals known" (C) "Pollution approved."

31. From September 1, 2021 through September 30, 2022, Respondent's website (www.quiplabs.com) and documents available on its website made repeated references that MB-10 and Vimoba pesticides were "safe," "approved by the U.S. E.P.A.," and "maintain one of the broadest, most complete EPA labels available in the industry."
32. Respondent made eighty-three (83) sales of MB-10 and Vimoba pesticides between September 1, 2021 through September 30, 2022, without the required first aid statement on the immediate containers and with impermissible statements on its website about the MB-10 and Vimoba pesticides.
33. From September 1, 2021 through September 30, 2022, Respondent violated FIFRA Section 12(a)(1)(E), 7 U.S.C. § 136j(a)(1)(E), by selling misbranded pesticides under FIFRA Section 2(q), 7 U.S.C. § 136(q), due to improper placement of a required first aid statement and by making impermissible statements on its website.
34. Respondent's eighty-three (83) sales/distributions of its MB-10 and Vimoba pesticides are violations of 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

35. In settlement of the EPA's claims for civil penalties for the violations alleged in this Consent Agreement, Respondent consents to the assessment of a civil penalty in the amount of one hundred and nineteen thousand five hundred and forty-four dollars (\$119,544.00), which Respondent shall be liable to pay in accordance with the terms set forth below.
36. The civil penalty is based upon EPA's consideration of a number of factors, including the penalty criteria ("statutory factors") set forth in Section 14(a)(4) of FIFRA, 7 U.S.C. § 136l(a)(4), including, the following: the size of the business of the person charged, the effect of the person's ability to continue in business, and the gravity of the violation. These factors were applied to the particular facts and circumstances of this case with specific reference to EPA's *FIFRA Enforcement Response Policy* (December 2009) which reflects the statutory penalty criteria and factors set forth Section 14(a)(4) of FIFRA, 7 U.S.C. § 136l(a)(4), the appropriate *Adjustment of Civil Monetary Penalties for Inflation*, pursuant to 40 C.F.R. Part 19, and the applicable EPA memoranda addressing EPA's civil penalty policies to account for inflation.
37. The civil penalty is also based upon an analysis of Respondent's ability to pay a civil penalty. This analysis was based upon information submitted to the EPA by Respondent,

including the November 12, 2024 email with the attached *Quip Laboratories Inc. EPA Settlement Six Month Payment Plan Nov 8 2024* signed by the CEO and the attached *Quip Laboratories Inc. Cash Ratio Trending Jan 2021-Sep 2024*.

38. Respondent agrees to pay a civil penalty in the amount of \$119,544.00 ("Assessed Penalty"). Based upon Respondent's documented inability to pay claim, and in accordance with applicable laws, the EPA conducted an analysis of Respondent's financial information and determined that the Assessed Penalty is an appropriate amount to settle this action, which Respondent consents to pay as follows.
- a. The Assessed Penalty will be paid in six (6) installments, in order to complete payment of the entire Assessed Penalty and interest, which is assessed at seven (7) percent. Including the Assessed Penalty and interest, the total amount that will be paid upon completion of all payments will be \$121,868.52. The first payment is due within thirty (30) days after the Effective Date of the Consent Agreement and Final Order. Respondent's subsequent payments shall thereafter be due in 30-day intervals from said Effective Date.
 - b. Respondent shall make payments in accordance with the following schedule:

Payment No.	Principal Amount	Interest	Date Payment Due (From Effective Date of Consent Agreement)	Payment Amount Due
1	\$ 20,311.47	\$ -	Within 30 Days	\$ 20,311.47
2	\$ 19,149.13	\$ 1,162.28	Within 60 Days	\$ 20,311.41
3	\$ 19,846.52	\$ 464.89	Within 90 Days	\$ 20,311.41
4	\$ 19,962.74	\$ 348.67	Within 120 Days	\$ 20,311.41
5	\$ 20,078.96	\$ 232.45	Within 150 Days	\$ 20,311.41
6	\$ 20,195.19	\$ 116.22	Within 180 Days	\$ 20,311.41
Total:	\$ 119,544.00	\$ 2,324.52		\$ 121,868.52

- c. Notwithstanding Respondent's agreement to pay the Assessed Penalty in accordance with the installment schedule set forth above, Respondent may pay the entire Assessed Penalty of \$119,544.00 within thirty [30] days of the Effective Date and, thereby avoid the payment of interest pursuant to 40 C.F.R. § 13.11(a). In addition, Respondent may, at any time after commencement of payments under the installment schedule, elect to pay the entire principal balance remaining, together with any interest and other charges accrued up to the date of such full payment.

39. If Respondent fails to make timely payment of any one of the required installment payments in accordance with the installment payment schedule set forth in Paragraph 38, immediately 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, applicable interest, administrative handling charges and late payment penalty charges as described in Paragraphs 42 through 43, below, in the event of any such failure or default.
40. 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 the EPA website: <https://www.epa.gov/financial/makepayment>. For additional instructions see: <https://www.epa.gov/financial/additional-instructions-making-payments-epa>. Any checks should be made payable to “Treasurer, United States of America.”
41. When making a payment, Respondent shall:
- a. Identify every payment with Respondent’s name and the docket number of this Consent Agreement, [*i.e.*, FIFRA-03-2025-0053],
 - b. Concurrently with any payment or within 24 hours of any payment, Respondent shall serve Proof of Payment simultaneously **by email** to the following person(s):

T. Chris Minshall
Sr. Assistant Regional Counsel
minshall.chris@epa.gov,

U.S. Environmental Protection Agency
Cincinnati Finance Center
CINWD_AcctsReceivable@epa.gov,

and

U.S. EPA Region 3 Regional Hearing Clerk
R3_Hearing_Clerk@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 the EPA requirements, in the amount due, and identified with the appropriate docket number and Respondent’s name.

42. Interest, Charges, and Penalties on Late Payments. Pursuant to 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, interest, or other charges and penalties per this Consent Agreement, the entire unpaid balance of the Assessed Penalty and all accrued interest shall become immediately due and owing, and the 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 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 the EPA's costs of processing and handling overdue debts.
 - c. Late Payment Penalty. A late payment penalty of six percent (6%) per annum, will be assessed monthly on all debts, including any portion of the Assessed Penalty, interest, penalties, and other charges, that remain delinquent more than ninety (90) days.
43. 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 Consent Agreement, the EPA may take additional actions. Such actions the EPA may take include, but are not limited to, the following.
- a. Refer the debt to a credit reporting agency or a collection agency pursuant to 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 the EPA or engaging in programs the EPA sponsors or funds, 40 C.F.R. § 13.17.
 - d. Request that the Attorney General bring a civil action in the appropriate district court to recover the amount outstanding pursuant to 7 U.S.C. § 136/(a)(5).

44. 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.
45. Tax Treatment of Penalties. Penalties, interest, and other charges paid pursuant to this Consent Agreement shall not be deductible for purposes of federal taxes.
46. Payment of the civil penalty, in accordance with the above terms and provisions, is due and payable immediately upon Respondent's receipt of a true and correct copy of the fully executed and filed Consent Agreement and Final Order. Receipt by Respondent or Respondent's legal counsel of such copy of the fully executed Consent Agreement and Final Order, with a date stamp indicating the date on which the Consent Agreement and Final Order was filed with the Regional Hearing Clerk, shall constitute receipt of written initial notice that a debt is owed the EPA by Respondent in accordance with 40 C.F.R. § 13.9(a).
47. The parties consent to service of the Final Order by e-mail at the following valid email addresses: minshall.chris@epa.gov (for Complainant), and lawrence.culleen@arnoldporter.com (for Respondent).
48. Pursuant to 26 U.S.C. § 6050X and 26 C.F.R. § 1.6050X-1, the 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 the 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." The 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 the EPA with sufficient information to enable it to fulfill these obligations, the 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 the EPA's Cincinnati Finance Center at henderson.jessica@epa.gov, within 30 days after the Final Order ratifying this Consent Agreement is filed, and the 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 30 days after the effective date, then Respondent, using the same email address identified in the preceding sub-paragraph, shall further:
 - i. notify the EPA's Cincinnati Finance Center of this fact, via email, within 30 days after the 30 days after the Effective Date of the Final Order per Paragraph 55; and
 - ii. provide the EPA's Cincinnati Finance Center with Respondent's TIN, via email, within five (5) days of Respondent's issuance and receipt of the TIN.

GENERAL SETTLEMENT CONDITIONS

- 49. By signing this Consent Agreement, Respondent acknowledges that this Consent Agreement and Final Order will be available to the public and represents that, to the best of Respondent's knowledge and belief, this Consent Agreement and Final Order does not contain any confidential business information or personally identifiable information from Respondent.
- 50. Respondent certifies that any information or representation it has supplied or made to the EPA concerning this matter was, at the time of submission true, accurate, and complete and that there has been no material change regarding the truthfulness, accuracy or completeness of such information or representation. The EPA shall have the right to institute further actions to recover appropriate relief if the EPA obtains evidence that any information provided and/or representations made by Respondent to the EPA regarding matters relevant to this Consent Agreement and Final Order, including information about respondent's ability to pay a penalty, are false or, in any material respect, inaccurate. This right shall be in addition to all other rights and causes of action that the EPA may have, civil or criminal, under law or equity in such event. Respondent and its officers, directors and agents are aware that the submission of false or misleading information to the United States government may subject a person to separate civil and/or criminal liability.

CERTIFICATION OF COMPLIANCE

51. Respondent certifies to the EPA, upon personal investigation and to the best of its knowledge and belief, that it currently is in compliance with regard to the violations alleged in this Consent Agreement.

OTHER APPLICABLE LAWS

52. Nothing in this Consent Agreement and Final Order shall relieve Respondent of its obligation to comply with all applicable federal, state, and local laws and regulations, nor shall it restrict the EPA's authority to seek compliance with any applicable laws or regulations, nor shall it be construed to be a ruling on the validity of any federal, state or local permit. This Consent Agreement and Final Order does not constitute a waiver, suspension or modification of the requirements of the FIFRA, or any regulations promulgated thereunder.

RESERVATION OF RIGHTS

53. This Consent Agreement and Final Order resolves only the EPA's claims for civil penalties for the specific violations alleged against Respondent in this Consent Agreement and Final Order. The EPA reserves the right to commence action against any person, including Respondent, in response to any condition which the EPA determines may present an imminent and substantial endangerment to the public health, public welfare, or the environment. 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, 40 C.F.R. § 22.18(c). The EPA reserves any rights and remedies available to it under FIFRA, the regulations promulgated thereunder and any other federal law or regulation to enforce the terms of this Consent Agreement and Final Order after its effective date.

EXECUTION /PARTIES BOUND

54. This Consent Agreement and Final Order shall apply to and be binding upon the EPA, the Respondent and the officers, directors, employees, contractors, successors, agents and assigns of Respondent. By his or her signature below, the person who signs this Consent Agreement on behalf of Respondent is acknowledging that he or she is fully authorized by the Respondent to execute this Consent Agreement and to legally bind Respondent to the terms and conditions of this Consent Agreement and Final Order.

EFFECTIVE DATE

55. The effective date of this Consent Agreement and Final Order ("Effective Date") is the date on which the Final Order, signed by the Regional Administrator of the EPA, Region

3, or his/her designee, the Regional Judicial Officer, is filed along with the Consent Agreement with the Regional Hearing Clerk pursuant to the Consolidated Rules of Practice.

ENTIRE AGREEMENT

56. This Consent Agreement and Final Order constitutes the entire agreement and understanding between the Parties regarding settlement of all claims for civil penalties 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 Consent Agreement and Final Order.

For Respondent: Quip Laboratories, Inc.

Date 03/06/2025

By:

Tim Hidell
CEO

For the Complainant:

After reviewing the Consent Agreement and other pertinent matters, I, the undersigned Director of the Enforcement & Compliance Assurance Division of the United States Environmental Protection Agency, Region 3, agree to the terms and conditions of this Consent Agreement and recommend that the Regional Administrator, or his/her designee, the Regional Judicial Officer, issue the attached Final Order.

By: **Melvin, Karen** Digitally signed by Melvin,
Karen
Date: 2025.04.15 10:52:21
-04'00'

[Digital Signature and Date]
Karen Melvin, Director
Enforcement & Compliance Assurance Division
U.S. EPA – Region 3
Complainant

Attorney for Complainant:

By: **THOMAS
MINSHALL** Digitally signed by THOMAS
MINSHALL
Date: 2025.03.17 13:49:02
-04'00'

[Digital Signature and Date]
T. Chris Minshall
Sr. Assistant Regional Counsel
U.S. EPA – Region 3

UNITED STATES ENVIRONMENTAL PROTECTION AGENCY
REGION 3
Philadelphia, Pennsylvania 19103

FILED

Apr 15, 2025

1:48 pm

U.S. EPA REGION 3
HEARING CLERK

In the Matter of: :
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Quip Laboratories, Inc. : U.S. EPA Docket No. FIFRA-03-2025-0053
1500 Eastlawn Avenue :
Wilmington, DE 19802 : Proceeding under Section 14(a) of the Federal
 : Insecticide, Fungicide and Rodenticide Act, 7
Respondent. : U.S.C. § 136/(a)
:

FINAL ORDER

Complainant, the Director of the Enforcement and Compliance Assurance Division, U.S. Environmental Protection Agency, Region 3, and Respondent, Quip Laboratories, Inc., 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 ("Consolidated Rules of Practice"), 40 C.F.R. Part 22 (with specific reference to Sections 22.13(b) and 22.18(b)(2) and (3)). The terms of the foregoing Consent Agreement are accepted by the undersigned and incorporated into this Final Order as if fully set forth at length herein.

Based upon the representations of the parties in the attached Consent Agreement, the penalty agreed to therein is based upon consideration of, *inter alia*, EPA's *FIFRA Enforcement Response Policy (December 2009)*, and the statutory factors set forth in Section 14(a)(1) of the Federal Insecticide, Fungicide and Rodenticide Act, 7 U.S.C. § 136/(a)(4).

NOW, THEREFORE, PURSUANT TO Section 14(a) of the Federal Insecticide, Fungicide and Rodenticide Act, 7 U.S.C. § 136/(a), and Section 22.18(b)(3) of the Consolidated Rules of Practice, **IT IS HEREBY ORDERED** that Respondent pay a civil penalty in the amount of **ONE HUNDRED AND NINETEEN THOUSAND FIVE HUNDRED AND FORTY-FOUR DOLLARS (\$119,544.00)**, in accordance with the payment provisions set forth in the Consent Agreement, and in 40 C.F.R. § 22.31(c), and comply with the terms and conditions of the Consent Agreement.

This Final Order constitutes the final Agency action in this proceeding. This Final Order 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 the law. This Final Order resolves only those causes of action alleged in the Consent Agreement and does not waive, extinguish or otherwise affect Respondent's obligation to comply with all applicable provisions

of the Federal Insecticide, Fungicide and Rodenticide Act, and the regulations promulgated thereunder.

The effective date of the attached Consent Agreement and this Final Order is the date on which this Final Order is filed with the Regional Hearing Clerk.

By: **JOSEPH LISA** Digitally signed by JOSEPH LISA
Date: 2025.04.15 13:30:47 -04'00'

Joseph J. Lisa
Regional Judicial and Presiding Officer
U.S. EPA Region 3

UNITED STATES ENVIRONMENTAL PROTECTION AGENCY
REGION 3
Philadelphia, Pennsylvania 19103

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	: Insecticide, Fungicide and Rodenticide Act, 7
Respondent.	: U.S.C. § 136l(a)
	:

CERTIFICATE OF SERVICE

I certify that the foregoing ***Consent Agreement and Final Order*** was filed with the EPA Region 3 Regional Hearing Clerk on the date that has been electronically stamped on the ***Consent Agreement and Final Order***. I further certify that on the date set forth below, I caused to be served a true and correct copy of the foregoing to each of the following persons, in the manner specified below, at the following addresses:

Copies served via email to:

Lawrence Cullen
Partner
Arnold & Porter
lawrence.culleen@arnoldporter.com
601 Massachusetts Ave., NW
Washington, DC 20001-3743

T. Chris Minshall
Senior Assistant Regional Counsel
U.S. EPA, Region 3
minshall.chris@epa.gov

Holly Raguza
Compliance Officer
U.S. EPA, Region 3
raguza.holly@epa.gov

BEVIN ESPOSITO

Digitally signed by BEVIN
ESPOSITO
Date: 2025.04.15 13:49:52 -04'00'

[Digital Signature and Date]

Regional Hearing Clerk
U.S. Environmental Protection Agency, Region 3