

UNITED STATES ENVIRONMENTAL PROTECTION AGENCY  
REGION 8

**IN THE MATTER OF:**

**Arxada, LLC**  
**412 Mount Kemble Avenue**  
**Morristown, New Jersey 07960**

**Docket No. FIFRA-08-2026-0001**

**Respondent.**

## CONSENT AGREEMENT

## EXPEDITED SETTLEMENT AGREEMENT

1. The U.S. Environmental Protection Agency (EPA), through its authorized representative (Complainant), alleges that Arxada, LLC (Respondent), located at 412 Mount Kemble Avenue, Morristown, New Jersey 07960, failed to file required reports in violation of the Federal Insecticide, Fungicide, and Rodenticide Act (FIFRA) section 12(a)(2)(N), 7 U.S.C. § 136j(a)(2)(N).
2. FIFRA section 12(a)(2)(N), 7 U.S.C. § 136j(a)(2)(N), states it shall be unlawful for any person “who is a registrant, wholesaler, dealer, retailer, or other distributor to fail to file reports required by this subchapter[.]”
3. 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.”
4. FIFRA section 2(t), 7 U.S.C. § 136(t) defines “pest” as “(1) any insect, rodent, nematode, fungus, weed, or (2) 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 136w(c)(1) of this title.”
5. Under FIFRA section 2(u), 7 U.S.C. § 136(u), a pesticide is any substance (or mixture of substances) intended for a pesticidal purpose, i.e., use for the purpose of preventing, destroying, repelling, or mitigating any pest or use as a plant regulator, defoliant, or desiccant.
6. FIFRA section 2(p), 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” in part, 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....”

7. Section 2(gg) of FIFRA, 7 U.S.C. § 136(gg), defines the term “distribute or sell” to mean “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.
8. 19 C.F.R. § 12.112 states that “[a]n importer or the importer’s agent desiring to import pesticides or devices into the United States must submit to the Administrator, prior to the arrival of the shipment in the United States, a Notice of Arrival of Pesticides and Devices (Notice of Arrival) on [EPA] Form 3540-1.”
9. At all times relevant to this expedited settlement agreement (Agreement), Respondent was a “person” as that term is defined in section 2(s) of FIFRA, 7 U.S.C. § 136(s).
10. On April 15, 2025, Respondent imported a shipment with entry number H41-XXXX2369 (Shipment) through the port of Salt Lake City, Utah.
11. At all times relevant to this Agreement, Respondent was a registrant, wholesaler, dealer, retailer, or other distributor.
12. The Shipment contained 18 bags of the pesticide Axcela, EPA Registration Number 6836-350, weighing 1,000 kilogram each.
13. Axcela, EPA Registration Number 6836-350, is a pesticide pursuant to FIFRA section 2(u), 7 U.S.C. § 136(u) and thus subject to FIFRA’s regulation.
14. The labeling of the Axcela pesticide in the Shipment included the following statements regarding EPA Establishment:
  - “EPA Est. No. 90091-BEL-1”
15. The Shipment’s Notice of Arrival indicated that the EPA Establishment was “035063CHN002”.
16. The label uploaded to the Document Image System (DIS) as part of the Shipment’s Notice of Arrival indicated that the EPA Establishment was “35063-CHE-2”.
17. As described in the paragraphs above, the Shipment’s Notice of Arrival included two different establishments, neither of which matched the establishment on the Axcela pesticide in the Shipment.

18. Respondent did not submit an accurate Notice of Arrival prior to the Shipment's arrival in the United States as required by 19 C.F.R. § 12.112.
19. Because Respondent failed to file accurate reports required by FIFRA, the Shipment was in violation of FIFRA section 12(a)(2)(N), 7 U.S.C. § 136j(a)(2)(N).
20. The EPA is authorized to enter into this Agreement and the final order ratifying this Agreement, and this proceeding for the assessment of a civil penalty is simultaneously commenced and concluded, pursuant to Section 14(a) of FIFRA, 7 U.S.C. § 136l(a) and 40 C.F.R. § 22.13(b) and § 22.18(b).
21. Based on the allegations above, and using the penalty matrix in the Expedited Settlement Agreement Pilot Program Under the Federal Insecticide, Fungicide, and Rodenticide Act (available at <https://www.epa.gov/system/files/documents/2025-01/fifraesapilotprogram01172025.pdf>), Complainant has determined the civil administrative penalty amount agreed upon below is appropriate to settle this matter.
22. The EPA and Respondent (collectively referred to as the "Parties") agree to settle this matter for a civil penalty of \$2,700 (Assessed Penalty).
23. Within 30 days after the effective date of this Agreement (see paragraph 35, below), 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>. However, for any payments made after September 30, 2025, and in accordance with the March 25, 2025, Executive Order on Modernizing Payments To and From America's Bank Account, Respondent shall pay using one of the electronic payments methods listed on EPA's How to Make a Payment website and will not pay with a paper check.
24. When making a payment, Respondent shall:
  - a. Identify with Respondent's name and the docket number that appears on the final order ratifying this Agreement;
  - b. Indicate it is payable to "Environmental Protection Agency;"
  - c. Concurrently with any payment or within 24 hours of any payment, Respondent shall serve proof of such payment to the following persons:

Regional Hearing Clerk  
U.S. Environmental Protection Agency, Region 8  
R8\_Hearing\_Clerk@epa.gov

Christine Tokarz  
U.S. Environmental Protection Agency, Region 8  
tokarz.christine@epa.gov

and

U.S. Environmental Protection Agency  
Cincinnati Finance Center  
Via electronic mail to:  
CINWD\_AcctsReceivable@epa.gov

“Proof of payment” means, as applicable, a copy of the check, confirmation of credit card or debit card payment, or confirmation of wire or automated clearinghouse transfer, and any other information required to demonstrate that payment has been made according to EPA requirements, in the amount due, and identified with the appropriate docket number and Respondent’s name.

25. In accordance with 40 C.F.R. § 22.18(c), compliance with the final order ratifying this Agreement resolves Respondent’s liability only for federal civil penalties for the violations specifically alleged above.
26. No portion of the civil payment or interest paid by Respondent pursuant to the requirements of this Agreement shall be claimed by Respondent as a deduction of federal, state, or local income tax purposes.
27. By signing this Agreement and submitting payment for the above penalty amount, Respondent:
  - (a) admits that the EPA has jurisdiction over Respondent and Respondent’s conduct as alleged herein;
  - (b) neither admits nor denies the factual allegations contained herein;
  - (c) consents to the assessment of the penalty set forth herein;
  - (d) acknowledges this Agreement constitutes an enforcement action for purposes of considering Respondent’s compliance history in any subsequent enforcement action; and

(e) waives any right to contest the allegations in the Agreement and to appeal any final order ratifying this Agreement.

28. By signing this 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 a final order ratifying this Agreement.
29. If Respondent does not timely pay the Assessed Penalty, the EPA is authorized to recover any unpaid amount of the Assessed Penalty, plus interest (at the IRS standard underpayment rate), enforcement expenses such as attorneys' fees and costs of collection proceedings, and a 20% quarterly non-payment penalty. For more information, see 31 U.S.C. § 3717, 31 C.F.R. § 901.9, and 40 C.F.R. § 13.11. The validity, amount, and appropriateness of the civil penalties are not reviewable in a collection action.
30. Except as qualified by paragraph 29, above, the Parties shall bear their own costs and fees, if any.
31. The Parties agree that settlement of this matter is in the public interest.
32. The EPA reserves all rights to take enforcement action for any other past, present, or future violations by Respondent of FIFRA or any other federal statute or regulation.
33. The Parties consent to service of this Agreement and the final order by email at the following valid email addresses **Eakins.shaula@epa.gov** (for Complainant) and **julie.ownbey@arxada.com** (for Respondent).
34. If the Respondent chooses not to enter into this Agreement and fully comply with its terms, the EPA may pursue more formal enforcement measures to correct the violation(s) and seek penalties of up to \$24,885 per violation pursuant to Section 14 of FIFRA, 7 U.S.C. § 136l. See section 14(a)(1) of FIFRA, 7 U.S.C. § 136l(a)(1); 40 C.F.R. part 19; and the Civil Monetary Penalty Inflation Adjustment Rule at 90 Fed. Reg. 1375, 1377 (January 8, 2025).
35. This Agreement is binding on the parties signing below, and in accordance with 40 C.F.R. § 22.31(b), is effective on the date a final order ratifying this Agreement is filed with the Regional Hearing Clerk for EPA Region 8.

Consent Agreement In the Matter of ARXADA LLC.

**Complainant**  
**UNITED STATES**  
**ENVIRONMENTAL PROTECTION AGENCY**  
**REGION 8**

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

By: \_\_\_\_\_  
David Cobb, Supervisor  
Toxics and Pesticides Enforcement Section  
Enforcement and Compliance Assurance  
Division

**Respondent**  
**ARXADA, LLC**

Date: 10/1/2025

By:  \_\_\_\_\_

Printed Name: Lisa Dreiling