



**UNITED STATES ENVIRONMENTAL PROTECTION AGENCY
REGION III
1650 Arch Street
Philadelphia, Pennsylvania 19103-2029**

**CERTIFIED MAIL
RETURN RECEIPT REQUESTED**

Gregory Spencer
President
Randall Industries,
1401 Forbes Avenue
Suite 300
Pittsburgh, PA 15219
FIFRA-03-2014-0084

June 5, 2014

RE: Consent Agreement and Final Order
Randall Industries,
FIFRA-03-2014-0084

Dear Mr. Spencer:

I have enclosed for your files a copy of the signed Consent Agreement and Final Order (SCAFO) and memorandum to the Regional Judicial Officer requesting her to execute the Final Order. Note that the effective date of the SCAFO is today. If you have any questions, please contact me at (215) 814-2495.

Sincerely,

A handwritten signature in cursive script that reads "Philip Yeany".

**Philip Yeany
Senior Assistant
Regional Counsel**

Enclosures

cc: Evelyn Sorto (EPA)

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

REGIONAL HEARINGS CLERK
EPA REGION III, PHILA. PA

2014 JUN -5 AM 9:52

RECEIVED

In the Matter of: Randall Industries, 1401 Forbes Avenue Suite 300 Pittsburgh, PA 15219, Respondent.	: Consent Agreement and : Final Order : : U.S. EPA Docket Number : FIFRA-03-2014-0084 : : Proceeding Under Section 14 of the : Federal Insecticide, Fungicide and : Rodenticide Act, as amended, 7 U.S.C. : § 136f :
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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 Randall Industries ("Respondent"), pursuant to Section 14(a) of the Federal Insecticide, Fungicide, and Rodenticide Act ("FIFRA"), *as amended*, 7 U.S.C. § 136f(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 under FIFRA 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 and EPA, Region III's Regional Judicial Officer have jurisdiction over the above-captioned matter pursuant to Section 14 of FIFRA, 7 U.S.C. § 136f; 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.

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 company with a principal place of business located at 1401 Forbes Avenue, Suite 300, Pittsburgh, PA 15219.
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. § 136(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. Section 3(a) of FIFRA, 7 U.S.C. § 136a(a), requires anyone (“Registrant”) who is going to distribute or sell a pesticide to any person to register that pesticide with EPA.
19. 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.
20. 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.
21. In accordance with Section 3(b)(1) of FIFRA, 7 U.S.C. § 136a(b)(1), and 40 C.F.R. §§ 152.30(b) and 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.
22. 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,” the other person is a supplemental distributor, and the pesticide is referred to as a “distributor product.”
23. In accordance with 40 C.F.R. 152.132, the supplemental distributor of a distributor product is considered an agent of the Registrant for all intents and purposes under FIFRA and the supplemental distributor may be held liable for violations pertaining to the 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.
25. The effect of 40 C.F.R. 152.132(d) is to require supplemental distributors comply with FIFRA’s labeling requirements on containers of distributor products.
26. 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)

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

28. Stepan Company is the registrant of the pesticide Household/Light Industrial Type Germicidal Acid Bowl Cleaner (EPA Reg. No. 1839-104).
29. Respondent has an agreement with Stepan Company to distribute or sell Household/Light Industrial Type Germicidal Acid Bowl Cleaner, which Respondent does using the name "Rocket."
30. Respondent distributes or sells Rocket from the address listed in paragraph 12.
31. Rocket (EPA Reg. No. 1839-104-54808) is a distributor product and Respondent is a supplemental distributor of Rocket.
32. At all times relevant to the violations alleged herein, the label that Respondent placed on containers of Rocket bore the following language:

. . . DISINFECTS . . . Kills Staphylococcus aureus (Staph)[,] Salmonella choleraesuis (Salmonella), and Pseudomonas aeruginosa (pseudomonas)
33. The language described in paragraph 32 herein claims, states or implies that Rocket can or should be used as a pesticidal product within the meaning of 40 C.F.R. § 152.15.
34. As a result of the language described in paragraph 32 that claims, states or implies that Rocket is a pesticidal product, at all times relevant to the violations alleged herein, Respondent's Rocket 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.
35. 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 or labeling accompanying the pesticide does not contain a warning or caution statement that may be necessary and, if complied with, is adequate to protect health.
36. In accordance with 40 C.F.R. § 156.62, Rocket is classified as a Category I pesticide product because it can act as a skin or eye irritant.
37. 40 C.F.R. § 156.68 requires that the label of each Category I pesticide product must bear a First Aid statement.
38. The label that the Respondent placed on the pesticide Rocket did not contain the "If Swallowed" directions in the "First Aid" section.
39. Because the label on the pesticide Rocket did not contain the "If Swallowed" directions in the "First Aid" section, the pesticide was misbranded at all times relevant to the violation alleged herein within the meaning of Section 2(q)(1)(G) of FIFRA, 7 U.S.C. § 136(q)(1)(G).

40. On at least nine occasions in 2011 and two occasions in 2012, Respondent distributed and/or sold the pesticide Rocket to other “persons” within the meaning of Section 2(s) of FIFRA , 7 U.S.C. § 136(s).
41. Such distribution and/or sale of a pesticide without containing an adequate First Aid section 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. § 136(a).
42. Respondent’s distributions and/or sales of the pesticide Rocket on at least eleven occasions constitute eleven separate unlawful acts 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. § 136(a).

Count II
(Distribution or Sale of a Misbranded Pesticide)

43. The allegations of the preceding paragraphs are incorporated by reference as though fully set forth herein.
44. Pursuant to Section 2(q)(1)(B) of FIFRA, 7 U.S.C. § 136(q)(1)(B), a pesticide is “misbranded” if, *inter alia*, it is contained in a package or other container or wrapping which does not conform to the standards established by EPA pursuant to Section 25(c)(3) of FIFRA, 7 U.S.C. § 136w(c)(3).
45. In order to protect children and adults from serious injury or illness resulting from accidental ingestion or contact with pesticides regulated by FIFRA as well as to accomplish the other purposes of FIFRA, Section 25(c)(3) of FIFRA, 7 U.S.C. § 136w(c)(3), authorizes EPA to establish regulations for the package, container, or wrapping in which a pesticide is enclosed for use or consumption.
46. 40 C.F.R. § 156.140 requires pesticide containers to be properly identified for any pesticide product that is distributed or sold.
47. The label that the Respondent placed on the pesticide Rocket does not properly identify the container as a nonrefillable container because it does not include the following language under the “Container Disposal” section:

CONTAINER HANDLING – Nonrefillable container. Do not reuse or refill this container. Triple rinse container promptly after emptying. Triple rinse as follows: Fill container ¼ full with water and recap. Agitate vigorously. Follow Pesticide Disposal instructions for rinsate disposal. Drain for 10 seconds after the flow begins to drip. Repeat procedure two more times. Then offer for recycling or reconditioning. If not available, puncture and dispose in a sanitary landfill. Then offer for recycling if available, or, if allowed by state and local authorities, by burning. If burned, stay out of smoke. This product contains no phosphates.

48. Because the label for the pesticide Rocket did not properly identify the container as a nonrefillable container, the pesticide was misbranded at all times relevant to the violation alleged herein within the meaning of Section 2(q)(1)(B) of FIFRA, 7 U.S.C. § 136(q)(1)(B).
49. Distribution and/or sale of a pesticide without properly identifying the container type for a pesticide 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. § 136(a).
50. Respondent's distributions and/or sales of the pesticide Rocket on at least eleven occasions constitute eleven separate unlawful acts 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. § 136(a).

Count III
(Distribution or Sale of a Misbranded Pesticide)

51. The allegations of the preceding paragraphs are incorporated by reference as though fully set forth herein.
52. Stepan Company is the registrant of the product NP 4.5 (D&F) Detergent/Disinfectant (EPA Reg. No. 183 9-95).
53. Respondent has an agreement with Stepan Company to distribute or sell NP 4.5 (D&F) Detergent/Disinfectant, which Respondent does using the name "Taurus."
54. Respondent distributes or sells Taurus from the address listed in paragraph 12.
55. Taurus (EPA Reg. No. 1839-95-54808) is a distributor product and Respondent is a supplemental distributor of Taurus.
56. At all times relevant to the violations alleged herein, the label that the Respondent placed on containers of Taurus bore the following language:

. . . KILLS GERMS[,] DISINFECTANT[.], . . . VIRUCIDE[,] MILDEWSTAT
(on hard inanimate surfaces)[, and] FUNGICIDE (against Pathogenic fungi)
57. The language described in paragraph 56 herein claims, states or implies that Taurus can or should be used as a pesticide within the meaning of 40 C.F.R. § 152.15.
58. As a result of the language described in paragraph 56 that claims, states or implies that Taurus is a pesticidal product, at all times relevant to the violations alleged herein, Respondent's Taurus 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.
59. The label that the Respondent placed on the pesticide Taurus (EPA Reg. No. 1839-95-54808) did not contain the following "Pesticide Disposal" directions:

Pesticide wastes are acutely hazardous. Improper disposal of excess pesticide, spray mixture, or rinsate is a violation of Federal Law. If these wastes cannot be disposed of by use according to label instructions, contact your State Pesticide or Environmental Control Agency, or the Hazardous Waste representative at the nearest EPA Regional Office for guidance.

60. Because the label that the Respondent placed on the pesticide Taurus did not contain the appropriate instructions for removing pesticide residues prior to container disposal, the pesticide was misbranded at all times relevant to the violation alleged herein within the meaning of Section 2(q)(1)(B) of FIFRA, 7 U.S.C. § 136(q)(1)(B).
61. On three occasions in 2011 and one occasion in 2012, Respondent distributed and/or sold Taurus to a "person" as that term is defined in Section 2(s) of FIFRA, 7 U.S.C. § 136(s).
62. Such distribution and/or sale of a pesticide without containing the appropriate instructions for removing pesticide residues prior to container disposal 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. § 136A(a).
63. Respondent's distributions and/or sales of the pesticide Taurus on at least four occasions constitute four separate unlawful acts 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. § 136A(a).

Count IV
(Distribution or Sale of a Misbranded Pesticide)

64. The allegations of the preceding paragraphs are incorporated by reference as though fully set forth herein.
65. The label for the pesticide Taurus did not properly identify the container as a nonrefillable container because it did not include the following language under "Container Disposal" section:

CONTAINER HANDLING – Nonrefillable container. Do not reuse or refill this container. Triple rinse container promptly after emptying. Triple rinse as follows: Fill container ¼ full with water and recap. Agitate vigorously. Follow Pesticide Disposal instructions for rinsate disposal. Drain for 10 seconds after the flow begins to drip. Repeat procedure two more times. Then offer for recycling or reconditioning. If not available, puncture and dispose in a sanitary landfill. Then offer for recycling if available, or, if allowed by state and local authorities, by burning. If burned, stay out of smoke. This product contains no phosphates.

66. Because the label that the Respondent placed on the pesticide Taurus did not properly identify the container as a nonrefillable container, the pesticide was

misbranded at all times relevant to the violation alleged herein within the meaning of Section 2(q)(1)(B) of FIFRA, 7 U.S.C. § 136(q)(1)(B).

67. Respondent's distributions and/or sales of the pesticide Taurus on at least four occasions constitute four separate unlawful acts 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. § 136(a).

Civil Penalty

68. In settlement of the above-captioned action including Counts I through IV, Respondent consents to the assessment of a civil penalty of FIVE HUNDRED DOLLARS (\$500), 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.
69. 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. § 136(a)(4), *i.e.*, the size of Respondent's business, the effect of the penalty on Respondent'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 December 2009 *FIFRA Enforcement Response Policy Federal Insecticide, Fungicide, and Rodenticide Act* and 40 C.F.R. Part 19.
70. Payment of the civil penalty amount required under the terms of Paragraph 68, 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-03-2014-0084;
 - 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: Craig Steffen 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: John Schmid 202-874-7026 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

71. 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:

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

and

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

72. 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

73. 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

74. 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

75. 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. § 136(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

76. This CAFO shall apply to and be binding upon EPA, Respondent, and the successors and assigns of Respondent. By his or her signature below, the person signing this Consent Agreement on behalf of Respondent is acknowledging that he or she 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

77. 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*.

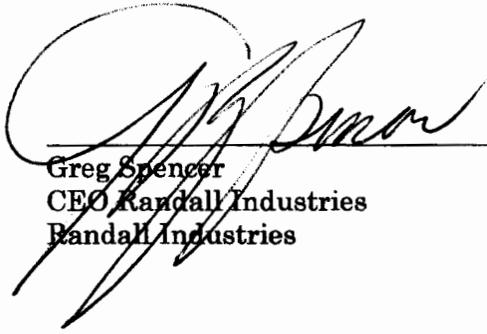
Entire Agreement

78. 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:
Randall Industries
EPA Docket No. FIFRA-03-2014-0084

For Respondent:

4/14/2014
Date



Greg Spencer
CEO Randall Industries
Randall Industries

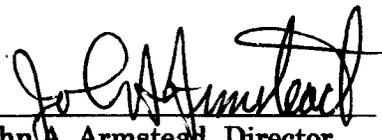
For Complainant:

5/13/14
Date


Philip Yeary
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.

5.21.14
Date


John A. Armstead, Director
Land and Chemicals Division
U.S. EPA, Region III

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

In the Matter of:	:	Consent Agreement and
Randall Industries,	:	Final Order
1401 Forbes Avenue	:	U.S. EPA Docket Number
Suite 300	:	FIFRA-03-2014-0084
Pittsburgh, PA 15219,	:	Proceeding Under Section 14 of the
Respondent.	:	Federal Insecticide, Fungicide and
	:	Rodenticide Act, as amended, 7 U.S.C.
	:	§ 136I

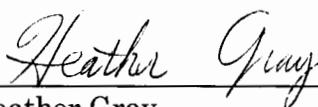
FINAL ORDER

Complainant, the Director, Land and Chemicals Division, U.S. Environmental Protection Agency, Region III, and Randall Industries ("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. § 136A(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. § 136A(a)(4), **IT IS HEREBY ORDERED** that Respondent pay a civil penalty of FIVE HUNDRED DOLLARS (\$500), 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: 6-03-14



Heather Gray
Regional Judicial Officer
U.S. EPA, Region III