

UNITED STATES ENVIRONMENTAL PROTECTION AGENCY

REGION 4

In the Matter of:

Sipcam Agro USA, Inc.

Respondent.

Docket No. **FIRA-04-2024-3027(b)**

CONSENT AGREEMENT

I. NATURE OF ACTION

1. This is an administrative penalty assessment proceeding brought under Section 14(a) of the Federal Insecticide, Fungicide, and Rodenticide Act (FIFRA or the Act), as amended, 7 U.S.C. § 136l(a), and Sections 22.13(b) and 22.18 of the *Consolidated Rules of Practice Governing the Administrative Assessment of Civil Penalties and the Revocation/Termination or Suspension of Permits*, as codified at Title 40 of the Code of Federal Regulations (C.F.R.) Part 22.
2. This Consent Agreement and the attached Final Order shall collectively be referred to as the CAFO.
3. Having found that settlement is consistent with the provisions of FIFRA and applicable regulations, the Parties have agreed to settle this action pursuant to 40 C.F.R. § 22.18 and consent to the entry of this CAFO without adjudication of any issues of law or fact herein.

II. PARTIES

4. Complainant is the Director of the Enforcement and Compliance Assurance Division, United States Environmental Protection Agency (EPA), Region 4, who has been delegated the authority on behalf of the Administrator of the EPA to enter into this CAFO pursuant to 40 C.F.R. Part 22 and Section 14(a) of FIFRA, 7 U.S.C. § 136l(a).

5. Respondent is Sipcam Agro USA, Inc. (Respondent), a corporation doing business in the State of North Carolina. This proceeding pertains to Respondent's importation of pesticide products through the Port of Mobile, Alabama (port code 1901).

III. GOVERNING LAW

6. The term "label" is defined in Section 2(p)(1) of FIFRA, 7 U.S.C. § 136(p)(1), to mean the written, printed, or graphic matter on, or attached to, the pesticide or device or any of its containers or wrappers.
7. The term "labeling" is defined in Section 2(p)(2) of FIFRA, 7 U.S.C. § 136(p)(2), to mean 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.
8. The term "person" is defined in Section 2(s) of FIFRA, 7 U.S.C. § 136(s), to mean any individual, partnership, association, corporation, or any organized group of persons whether incorporated or not.
9. The term "pest" is defined in Section 2(t) of FIFRA, 7 U.S.C. § 136(t), to mean 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) of FIFRA, 7 U.S.C. § 136w(c)(1).
10. The term "pesticide" is defined in Section 2(u) of FIFRA, 7 U.S.C. § 136(u), to mean any substance or mixture of substances intended for preventing, destroying, repelling, or mitigating any pest.
11. The term "to distribute or sell" is defined in Section 2(gg) of FIFRA, 7 U.S.C. § 136(gg), 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.
12. Pursuant to Section 2(q)(1)(E) of FIFRA, 7 U.S.C. § 136(q)(1)(E), a pesticide is "misbranded" if any word, statement, or other information required by or under the authority of FIFRA to appear on the label is not prominently placed thereon with such conspicuousness (as compared with other words, statements, designs, or graphic matter in the labeling) and in such terms as to render it likely to be read and understood by the ordinary individual under customary conditions of purchase and use.
13. Pursuant to Section 2(q)(1)(F) of FIFRA, 7 U.S.C. § 136(q)(1)(F), a pesticide is also "misbranded" if the labeling accompanying it does not contain all directions for use that are necessary for effecting the purpose for which the product is intended and that, 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.
14. Pursuant to Section 12(a)(1)(E) of FIFRA, 7 U.S.C. § 136j(a)(1)(E), it is unlawful for any person to distribute or sell to any person any pesticide that is misbranded.

15. Pursuant to Section 3 of FIFRA, 7 U.S.C. § 136a, pesticides that are sold or distributed in the United States are required to be registered with the EPA.
16. Pursuant to 40 C.F.R. § 152.50(e), each application for pesticide registration must include draft labeling.
17. Pursuant to 40 C.F.R. § 152.112(f), the EPA will approve a registration application only if the EPA has determined that the product's labeling complies with the applicable requirements of FIFRA and 40 C.F.R. Parts 152, 156, and 157.
18. Pursuant to 40 C.F.R. § 152.130, a registrant may distribute or sell a registered product with the composition, packaging, and labeling currently approved by the EPA.
19. The term "pesticide product" is defined in 40 C.F.R. § 152.3 to mean a pesticide in the particular form (including composition, packaging, and labeling) in which the pesticide is, or is intended to be, distributed or sold. The term includes any physical apparatus used to deliver or apply the pesticide if distributed or sold with the pesticide.
20. Pursuant to 40 C.F.R. § 156.10(a)(1)(viii), every pesticide product shall bear a label that contains, and shows clearly and prominently, the information specified by FIFRA and the regulations in 40 C.F.R. Part 156, including directions for use as prescribed in 40 C.F.R. § 156.10(i).
21. Pursuant to 40 C.F.R. § 156.10(i)(2)(ix), the directions for use shall include specific directions concerning the storage, residue removal, and disposal of the pesticide and its container in accordance with 40 C.F.R. Part 156, Subpart H.
22. The term "dilutable" is defined in 40 C.F.R. § 156.3 to mean that the pesticide product's labeling allows or requires the pesticide product to be mixed with a liquid diluent prior to application or use.
23. Pursuant to 40 C.F.R. § 156.146(b)(1), the label of each liquid dilutable pesticide product packaged in a rigid nonrefillable container that is small enough to shake must include the following instructions:

Triple rinse as follows: Empty the remaining contents into application equipment or a mix tank and drain for 10 seconds after the flow begins to drip. Fill the container 1/4 full with water and recap. Shake for 10 seconds. Pour rinsate into application equipment or a mix tank or store rinsate for later use or disposal. Drain for 10 seconds after the flow begins to drip. Repeat this procedure two more times.

24. Pursuant to 40 C.F.R. § 156.146(b)(3), the label of each dilutable pesticide product packaged in a rigid nonrefillable container that is too large to shake must include the following instructions:

Triple rinse as follows: Empty remaining contents into application equipment or a mix tank. Fill the container 1/4 full with water. Replace and tighten closures. Tip container on its side and roll it back and forth, ensuring at least one complete revolution, for 30 seconds. Stand the container on its end and tip it back and forth

several times. Turn the container over onto its other end and tip it back and forth several times. Empty the rinsate into application equipment or a mix tank or store rinsate for later use or disposal. Repeat this procedure two more times.

25. Pursuant to 19 C.F.R. § 12.112, an importer (or its agent) desiring to import pesticides or devices into the United States is required to submit to the EPA Administrator a Notice of Arrival of Pesticides and Devices (NOA), EPA Form 3540-1, prior to the arrival of the shipment(s) into the United States, or, as an alternative to submitting a NOA, the importer or its agent may file an electronic alternative to the NOA, with the filing of the entry documentation, via the U.S. Customs and Border Protection's (CBP) Automated Commercial Environment (ACE) Data Processing System.
26. Section 14(a) of FIFRA, 7 U.S.C. § 136/(a), in conjunction with 40 C.F.R. Part 19, Adjustments of Civil Monetary Penalties for Inflation, authorizes the assessment of a civil penalty for violations of the Act.

IV. FINDINGS OF FACTS

27. Respondent is a "person" as defined in Section 2(s) of FIFRA, 7 U.S.C. § 136(s), and as such is subject to FIFRA and the regulations promulgated thereunder.
28. On or around October 6, 2016, the pesticide Caravel Herbicide (Caravel) was registered with the EPA and given the registration number 60063-58.
29. Caravel is "dilutable" as defined in 40 C.F.R. § 156.3, and, as such, any rigid nonrefillable containers of the pesticide are subject to the residue removal requirements of 40 C.F.R. § 156.146.
30. In the EPA-approved label for Caravel, the "Storage and Disposal" section includes a "Container Handling" subsection that, for rigid nonrefillable containers, includes different language depending upon the size of the container to which it is affixed:

- (a) For containers with a volumetric capacity of less than five gallons, the approved language (hereinafter, the Small Capacity Text) is:

DO NOT reuse or refill this container. Triple rinse container (or equivalent) promptly after emptying. Triple rinse as follows: Empty the remaining contents into application equipment or a mix tank and drain for 10 seconds after the flow begins to drip. Fill the container ¼ full with water and recap. Shake for 10 seconds. Pour rinsate into application equipment or a mix tank or store rinsate for later use or disposal. Drain for 10 seconds after the flow begins to drip. Repeat this procedure two more times. Offer for recycling, if available, or puncture and dispose of in a sanitary landfill, by Incineration, or if allowed by state and local authorities, by burning. If burned, stay out of smoke.

- (b) For containers with a volumetric capacity of five gallons or more, the approved language (hereinafter, the Large Capacity Text) is:

DO NOT reuse or refill this container. Triple rinse container or pressure rinse (or equivalent) promptly after emptying. Triple rinse as follows: Empty the remaining

contents into application equipment or a mix tank. Fill the container ¼ full with water. Replace and tighten closures. Tip container on its side and roll it back and forth, ensuring at least one complete revolution, for 30 seconds. Stand the container on its end and tip it back and forth several times. Turn the container over onto its other end and tip it back and forth several times. Empty the rinsate into application equipment or a mix tank or store rinsate for later use or disposal. Repeat this procedure two more times. Then offer for recycling, if available, or puncture and dispose of in a sanitary landfill, or by incineration. Pressure rinse as follows: Empty the remaining contents into application equipment or a mix tank and continue to drain for 10 seconds after the flow begins to drip. Hold container upside down over application equipment or a mix tank or collect rinsate for later use or disposal. Insert pressure rinsing nozzle in the side of the container, and rinse at about 40 PSI for at least 30 seconds. Drain for 10 seconds after the flow begins to drip. Then offer for recycling if available or puncture and dispose of in a sanitary landfill, or by incineration.

31. The Small Capacity Text provides compliance with the requirements of 40 C.F.R. § 156.146(b)(1) for containers small enough to shake, while the Large Capacity Text provides compliance with the requirements of 40 C.F.R. § 156.146(b)(3) for containers too large to shake.
32. On or around September 5, 2024, DSV Air & Sea Inc. (DSV), the licensed customs broker for Respondent, filed an electronic alternative to a NOA using CBP's ACE Data Processing System for one imported shipment of Caravel (the First Shipment).
33. On or around September 6, 2024, the EPA requested that DSV instruct Respondent to upload all entry documentation, including the label for Caravel, to CBP's Document Image System (DIS) for review of the entry. On or about the same day, DSV uploaded the documentation as requested.
34. On or around the same day, the EPA reviewed the label for Caravel that was included with this upload and found that the text of the "Container Handling" subsection of the "Storage and Disposal" section of the directions for use that were printed on the label was the Small Capacity Text.
35. On or around September 9, 2024, Respondent notified the EPA that three additional shipments of Caravel, all of which were also labeled in the same way as the First Shipment, were on the way to be imported into the United States.
36. On or around September 10, 2024, the First Shipment arrived at the Port of Mobile, Alabama, under Entry Number DSV-16126754. The entry included 375 rigid nonrefillable totes of Caravel, each of which had a 264-gallon volumetric capacity and weighed 1,150 kilograms.
37. On or around September 17, 2024, DSV filed an electronic alternative to a NOA under Entry Number DSV-16133156 using the CBP ACE Data Processing System for another shipment of Caravel (the Second Shipment).
38. On or around September 18, 2024, DSV filed an electronic alternative to a NOA under Entry Number DSV-16133511 using the CBP ACE Data Processing System (the Third Shipment).

39. The Second Shipment arrived at the Port of Mobile, Alabama on or around September 21, 2024. The entry included 15 rigid nonrefillable totes of Caravel, each of which had a 264-gallon volumetric capacity and weighed 1,150 kilograms.
40. The Third Shipment arrived at the Port of Mobile, Alabama on or around September 21, 2024. The entry included 120 rigid nonrefillable totes of Caravel, each of which had a 264-gallon volumetric capacity and weighed 1,150 kilograms.
41. On or around October 16, 2024, DSV filed an electronic alternative to a NOA under Entry Number DSV-16147198 using the CBP ACE Data Processing System (the Fourth Shipment).
42. The Fourth Shipment arrived at the Port of Mobile, Alabama on or around October 20, 2024. The entry included 15 rigid nonrefillable totes of Caravel, each of which had a 264-gallon volumetric capacity and weighed 1,150 kilograms.
43. Each of the totes that arrived in the four shipments had a 264-gallon volumetric capacity and was thus required to use the Large Capacity Text in the directions for use on its label.
44. Each 264-gallon tote also weighed 1,150 kilograms and so, being too large to shake, was thus required to comply with the requirements of 40 C.F.R. § 156.146(b)(3).
45. Each of the totes that arrived in the four shipments was thus misbranded pursuant to Sections 2(q)(1)(E) and (F) of FIFRA, 7 U.S.C. §§ 136(q)(1)(E) and (F).

V. ALLEGED VIOLATIONS

46. The EPA alleges that Respondent violated Section 12(a)(1)(E) of FIFRA, 7 U.S.C. § 136j(a)(1)(E), by distributing or selling the misbranded pesticide Caravel by importing it on at least four occasions between dates on or around September 10, 2024, and October 20, 2024, as described in Section IV above.

VI. STIPULATIONS

47. The issuance of this CAFO simultaneously commences and concludes this proceeding.
See 40 C.F.R. § 22.13(b).
48. For the purpose of this proceeding, as required by 40 C.F.R. § 22.18(b)(2), Respondent:
 - (a) admits that the EPA has jurisdiction over the subject matter alleged in this CAFO;
 - (b) neither admits nor denies the factual allegations set forth in Section IV (Findings of Facts) of this CAFO;
 - (c) consents to the assessment of a civil penalty as stated below;
 - (d) consents to the conditions specified in this CAFO;
 - (e) waives any right to contest the alleged violations of law set forth in Section V (Alleged Violations) of this CAFO; and

(f) waives its rights to appeal the Final Order accompanying this CAFO.

49. For the purpose of this proceeding, Respondent:

- (a) agrees that this CAFO states a claim upon which relief may be granted against Respondent;
- (b) acknowledges that this CAFO constitutes an enforcement action for purposes of considering Respondent's compliance history in any subsequent enforcement actions;
- (c) waives any right it may possess at law or in equity to challenge the authority of the EPA to bring a civil action in a United States District Court to compel compliance with the CAFO, and to seek an additional penalty for such noncompliance, and agrees that federal law shall govern in any such civil action;
- (d) waives any right it may have pursuant to 40 C.F.R. § 22.8 to be present during any discussions with, or to be served with and reply to, any memorandum or communication addressed to EPA officials where the purpose of such discussion, memorandum, or communication is to persuade such official to accept or issue this CAFO;
- (e) 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 the Final Order accompanying the Consent Agreement;
- (f) by executing this CAFO, certifies to the best of its knowledge that Respondent is currently in compliance with all relevant requirements of FIFRA and its implementing regulations, and that all violations alleged herein are neither admitted nor denied; and
- (g) agrees to comply with the terms of this CAFO.

50. In accordance with 40 C.F.R. § 22.5, the individuals named in the Certificate of Service are authorized to receive service related to this proceeding and the Parties agree to receive service by electronic means.

VII. TERMS OF PAYMENT

51. Respondent consents to the payment of a civil penalty, which was calculated in accordance with the Act, in the amount of **TWENTY-THREE THOUSAND AND FORTY DOLLARS (\$23,040.00)**, which is to be paid within thirty (30) days of the Effective Date of this CAFO.

52. Respondent shall pay the civil penalty and any interest, fees, and other charges due using any method, or combination of appropriate methods, as provided on the following EPA website: <https://www.epa.gov/financial/makepayment>. For additional instructions, see: <https://www.epa.gov/financial/additional-instructions-making-payments-epa>. In addition, Respondent shall identify every payment with Respondent's name and the docket number of this CAFO, Docket No. FIFRA-04-2024-3027(b).

53. Respondent shall send proof of payment, within twenty-four (24) hours of payment of the civil penalty, to:

Regional Hearing Clerk
R4_Regional_Hearing_Clerk@epa.gov

and

Christin Cain
Pesticides Enforcement Section
Enforcement and Compliance Assurance Division
cain.christin@epa.gov

and

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

54. "Proof of payment" means, as applicable, a copy of the check, confirmation of credit card or debit card payment, 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 Respondent's name and Docket No. FIFRA-04-2024-3027(b).
55. Pursuant to 31 U.S.C. § 3717, 31 C.F.R. § 901.9, and 40 C.F.R. § 13.11, if Respondent fails to remit the civil penalty as agreed to herein, the EPA is entitled to assess interest and penalties on debts owed to the United States and a charge to cover the costs of processing and handling the delinquent claim. Accordingly, the EPA may require Respondent to pay the following amounts on any amount overdue:
- (a) Interest. Interest will begin to accrue on the civil penalty from the Effective Date of this CAFO. If the civil penalty is paid within thirty (30) days of the Effective Date of this CAFO, interest is waived. However, if the civil penalty is not paid in full within thirty (30) days of the Effective Date of this CAFO, interest will continue to accrue on any unpaid portion until the unpaid portion of the penalty and accrued interest is paid. Interest will be assessed at the rate of the United States Treasury tax and loan rate, as established by the Secretary of the Treasury, in accordance with 31 U.S.C. § 3717(a)(1), 31 C.F.R. § 901.9(b), and 40 C.F.R. § 13.11(a).
 - (b) Non-Payment Penalty. On any portion of a civil penalty more than ninety (90) days past due, Respondent must pay a non-payment penalty of not more than six percent (6%) per annum, which will accrue from the date the penalty payment became due and is not paid, as provided in 31 U.S.C. § 3717(e)(2) and 31 C.F.R. § 901.9(d). This non-payment penalty is in addition to charges which accrue or may accrue under subparagraphs (a) and (c) and will be assessed monthly. See 40 C.F.R. § 13.11(c).
 - (c) Monthly Handling Charge. Respondent must pay a late payment handling charge to cover the administrative costs of processing and handling the delinquent claim, based on either actual or average costs incurred. See 31 C.F.R. § 901.9(c) and 40 C.F.R.

§ 13.11(b). Administrative costs will be assessed monthly throughout the period the debt is overdue except as provided by 40 C.F.R. § 13.12.

56. If Respondent fails to timely pay any portion of the penalty assessed under this CAFO, the EPA may:

- (a) refer the debt to a credit reporting agency or a collection agency (*see* 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 to, or held by the United States for, a person to satisfy the debt the person owes the Government), which includes, but is not limited to, referral to the Internal Revenue Service for offset against income tax refunds (*see* 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 (*see* 40 C.F.R. § 13.17); and/or
- (d) request that the Attorney General bring a civil action in the appropriate district court to recover the amount assessed pursuant to Section 14(a)(5) of FIFRA, 7 U.S.C. § 136(a)(5).

57. Penalties paid pursuant to this CAFO shall not be deductible for purposes of federal taxes.

VIII. EFFECT OF CAFO

58. In accordance with 40 C.F.R. § 22.18(c), Respondent's full compliance with this CAFO shall only resolve Respondent's liability for federal civil penalties for the violations and facts specifically alleged above.

59. In accordance with 40 C.F.R. § 22.18(c), full payment of the civil penalty, as provided in Section VII (Terms of Payment), shall satisfy the requirements of this CAFO; but shall not in any case affect the right of the EPA or the United States to pursue appropriate injunctive or other equitable relief or criminal sanctions for any violations of law.

60. The EPA may use any information submitted under this CAFO in an administrative, civil judicial, or criminal action.

61. Nothing in this CAFO shall relieve Respondent of the duty to comply with all applicable provisions of FIFRA and other federal, state, or local laws or statutes, 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, or determination of, any issue related to any federal, state, or local permit, except as expressly provided herein.

62. Nothing herein shall be construed to limit the power of the EPA to undertake any action against Respondent or any person in response to conditions that may present an imminent hazard as provided under the Act.

63. The terms, conditions, and compliance requirements of this CAFO may not be modified or amended except upon the written agreement of both Parties, and approval of the Regional Judicial Officer.
64. The provisions of this CAFO shall apply to and be binding upon Respondent and its successors and assigns. Respondent shall direct its officers, directors, employees, agents, trustees, and authorized representatives to comply with the provisions of this CAFO.
65. Any change in ownership, partnership, corporate, or legal status relating to Respondent will not in any way alter Respondent's obligations and responsibilities under this CAFO.
66. By signing this Consent Agreement, Respondent acknowledges that this CAFO will be available to the public and agrees that this CAFO does not contain any confidential business information or personally identifiable information.
67. By signing this Consent Agreement, the Complainant and the undersigned representative of Respondent each certify that he or she is fully authorized to execute and enter into the terms and conditions of this CAFO and has the legal capacity to bind the party he or she represents to this CAFO.
68. By signing this Consent Agreement, both Parties agree that each party's obligations under this CAFO constitute sufficient consideration for the other party's obligations.
69. By signing this Consent Agreement, Respondent certifies that the information it has supplied concerning this matter was at the time of submission, and continues to be, true, accurate, and complete for each such submission, response, and statement. Respondent acknowledges that there are significant penalties for submitting false or misleading information, including the possibility of fines and imprisonment for knowing submission of such information, under 18 U.S.C. § 1001.
70. The EPA reserves the right to revoke this CAFO and settlement penalty if and to the extent that the EPA finds, after signing this CAFO, that any information provided by Respondent was materially false or inaccurate at the time such information was provided to the EPA. If such false or inaccurate material was provided, the EPA reserves the right to assess and collect any and all civil penalties for any violation described herein. The EPA shall give Respondent notice of its intent to revoke, which shall not be effective until received by Respondent in writing.
71. It is the intent of the Parties that the provisions of this CAFO are severable. If any provision or authority of this CAFO or the application of this CAFO to any party or circumstances is held by any judicial or administrative authority to be invalid or unenforceable, the application of such provisions to other parties or circumstances and the remainder of the CAFO shall remain in force and shall not be affected thereby.
72. Unless specifically stated otherwise in this CAFO, each party shall bear its own attorney's fees, costs, and disbursements incurred in this proceeding.

IX. EFFECTIVE DATE

73. This CAFO shall become effective upon execution of the Final Order by the Regional Judicial Officer on the date of filing with the Regional Hearing Clerk.

[Remainder of Page Intentionally Left Blank

Complainant and Respondent will Each Sign on Separate Pages]

The foregoing Consent Agreement In the Matter of **Sipcam Agro USA, Inc.**, Docket Number **FIFRA-04-2024-3027(b)**, is Hereby Stipulated, Agreed, and Approved for Entry.

FOR RESPONDENT:

Brent Marek

Signature

3/24/2025

Date

Printed Name:

Brent Marek

Title:

CEO/COO

Address:

2525 Meridian Pkwy, Suite 100
Durham, NC 27713

The foregoing Consent Agreement In the Matter of **Sipcam Agro USA, Inc.**, Docket Number **FIFRA-04-2024-3027(b)**, is Hereby Stipulated, Agreed, and Approved for Entry.

FOR COMPLAINANT:

for _____
Keriema S. Newman
Director
Enforcement and Compliance Assurance Division
U.S. Environmental Protection Agency, Region 4

UNITED STATES ENVIRONMENTAL PROTECTION AGENCY
REGION 4

In the Matter of:

Sipcam Agro USA, Inc.,

Respondent.

Docket No. **FIFRA-04-2024-3027(b)**

FINAL ORDER

The Regional Judicial Officer is authorized to ratify this Consent Agreement which memorializes a settlement between Complainant and Respondent. 40 C.F.R. §§ 22.4(b) and 22.18(b)(3). The foregoing Consent Agreement is, therefore, hereby approved, ratified, and incorporated by reference into this Final Order 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.

Respondent is hereby ORDERED to comply with all of the terms of the foregoing Consent Agreement effective immediately upon filing of this Consent Agreement and Final Order with the Regional Hearing Clerk. This Final Order disposes of this matter pursuant to 40 C.F.R. §§ 22.18 and 22.31.

BEING AGREED, IT IS SO ORDERED.

Tanya Floyd
Regional Judicial Officer

CERTIFICATE OF SERVICE

I certify that the foregoing Consent Agreement and Final Order, In the Matter of **Sipcam Agro USA, Inc.**, Docket No. **FIFRA-04-2024-3027(b)**, were filed and copies of the same were emailed to the Parties as indicated below.

Via email to all Parties at the following email addresses:

To Respondent: Rosa Maria Trevisan
Americas Regulatory Director
Sipcam Agro USA, Inc.
rmtrevisan@sipcamagro.com
(919) 226-1288

To EPA: Christin Cain
Life Scientist
cain.christin@epa.gov
(404) 562-8660

Kate Forrest
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forrest.kate@epa.gov
(404) 562-9507

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Shannon L. Richardson, Regional Hearing Clerk
R4_Regional_Hearing_Clerk@epa.gov

