UNITED STATES
ENVIRONMENTAL PROTECTION
AGENCY-REGION 7

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U. S. ENVIRONMENTAL PROTECTION AGENCY
REGION 7
11201 RENNER BOULEVARD
LENEXA, KANSAS 66219

BEFORE THE ADMINISTRATOR

In the Matter of:	)	
	)	
Enviro Science Technologies, Inc.,	)	**Docket No.** FIFRA-07-2018-0208
	)	
Respondent.	)	
	)	

CONSENT AGREEMENT AND FINAL ORDER

Preliminary Statement

The U.S. Environmental Protection Agency, Region 7 (EPA or Complainant), and Enviro Science Technologies, Inc. (Respondent) have agreed to a settlement of this action before the filing of a Complaint, and thus this action is simultaneously commenced and concluded pursuant to Rules 22.13(b) and 22.18(b)(2) of the Consolidated Rules of Practice Governing the Administrative Assessment of Civil Penalties and the Revocation/Termination or Suspension of Permits, 40 C.F.R. §§ 22.13(b) and 22.18(b)(2).

Jurisdiction

1. This proceeding is an administrative action for the assessment of civil penalties instituted pursuant to Section 14 of the Federal Insecticide, Fungicide, and Rodenticide Act (FIFRA), 7 U.S.C. § 136*l*.

2. This Consent Agreement and Final Order serves as notice that EPA has reason to believe that Respondent has violated Section 12 of FIFRA, 7 U.S.C. § 136j.

Parties

3. Complainant, by delegation from the Administrator of EPA and the Regional Administrator, EPA, Region 7, is the Director of the Water, Wetlands and Pesticides Division, EPA, Region 7.

4. The Respondent is Enviro Science Technologies, Inc., a corporation doing business in the state of Kansas.

Statutory and Regulatory Background

5. Congress enacted FIFRA in 1947 and amended it in 1972 and in 1996. The general purpose of FIFRA is to provide the basis for regulation, sale, distribution and use of pesticides in the United States. 7 U.S.C. 136 *et. seq*.

6. Section 12(a)(1)(A) of FIFRA, 7 U.S.C. § 136j(a)(1)(A), states that it shall be unlawful for any person to distribute or sell any pesticide that is not registered under Section 3 of FIFRA, 7 U.S.C. § 136a, or whose registration has been cancelled or suspended.

7. The regulation at 40 C.F.R. § 152.15 defines pesticides products required to be registered. The regulation states that "[a] substance is considered to be intended for a pesticidal purpose, and thus to be a pesticide requiring registration, if:

(a) The person who distributes or sells the substance claims, states, or implies (by labeling or others):

(i) That the substance (either by itself or in combination with any other substance) can or should be used as a pesticide; or

(ii) That the substance consists of or contains an active ingredient and that it can be used to manufacture a pesticide; or

(b) The substance consists of or contains one or more active ingredients and has no significant commercially valuable use as distributed or sold other than (1) use for pesticidal purpose (by itself or in combination with any other substance), (2) use for manufacture of a pesticide; or

(c) The person who distributes or sells the substance has actual or constructive knowledge that the substance will be used, or is intended to be used, for a pesticidal purpose.

8. Section 2(t) of FIFRA, 7 U.S.C. § 136(t), defines "pest" to mean (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-organism on or in living man or other living animals) which the Administrator declares to be a pest under Section 25(c)(1).

9. Section 2(u) of FIFRA, 7 U.S.C. § 136(u), defines "pesticide" to mean any substance or mixture of substances intended for preventing, destroying, repelling, or mitigating any pest.

10. 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.

11. Section 2(gg) of FIFRA, 7 U.S.C. § 136(gg), defines "to 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.

12. Section 2(w) of FIFRA, 7 U.S.C. § 136(w), and 40 C.F.R. § 167.3 define "produce" as meaning to manufacture, prepare, propagate, compound, or process any pesticide or device or active ingredient or to package, repackage, label, relabel, or otherwise change the container of any pesticide or device.

13. Section 2(w) of FIFRA, 7 U.S.C. § 136(w), and 40 C.F.R. § 167.3 define "producer" to mean any person who manufactures, prepares, compounds, propagates or processes any pesticide or device or active ingredient used in producing a pesticide (such actions include packaging, repackaging, labeling, and relabeling a pesticide).

14. Section 14(a)(1) of FIFRA, 7 U.S.C. § 136*l*(a)(1), authorizes the EPA Administrator to asses a civil penalty of not more than $5,000 for each offense. The Debt Collection Improvement Act of 2008 and the Federal Civil Penalties Inflation Adjustment Improvements Act of 2015, and implementing regulations at 40 C.F.R. Part 19, adjusted the statutory maximum so that penalties of up to $7,500 per day are now authorized for violations that occur from January 12, 2009, through November 2, 2015, and penalties of up to $19,057 are authorized for violations that occur after November 2, 2015.

General Factual Allegations

15. Respondent is and, at all times referred to herein was, a "person" within the meaning of FIFRA.

16. On or about May 16 and 25, 2017, EPA conducted an inspection and Respondent's facility located at 15785 S. Keeler Terrace, Olathe, Kansas. During the inspection labels, invoices and photographs were collected.

17. During the inspection, documentation related to the following products were collected:

(a) EST Microbiocide IV; and

(b) Horticultural Weed Control.

18. Neither of the products cited in the previous paragraph have been registered as pesticide products under Section 3 of FIFRA, 7 U.S.C. § 136a.

Allegations of Violations

19. The Complainant hereby states and alleges that Respondent has violated FIFRA and federal regulations promulgated thereunder, as follows:

Count 1

20. The facts stated in Paragraphs 15 through 18 above are herein incorporated.

21. The regulation at 40 C.F.R. § 152.132 sets forth the conditions under which a distributor may distribute or sell a registrant's registered product under another person's name and address instead of (or in addition to) its own. Specifically, the condition set forth at 40 C.F.R. § 152.132(a) states that the registrant has submitted to EPA for each distributor product a statement signed by both the registrant and the distributor listing the names and addresses of the registrant and the distributor, the distributor's company number, the additional brand name(s) to be used, and the registration number of the registered product.

22. The EPA inspection revealed that Respondent sold or distributed a quantity of EST Microcide IV on or about April 3, 2014. The EST Microcide label included the EPA Registration Number (EPA Reg. No.) 61178-1-3150 which is not registered to Respondent. The EST Microcide label included the EPA Establishment Number (EPA Est. No.) 83240-MO-001 which is not Respondent's establishment.

23. On the date of the sale and/or distribution of the pesticide product sold as EST Microcide IV, the product was not registered to Respondent under Section 3 of FIFRA, 7 U.S.C. § 136a, nor had Respondent entered into a supplemental distribution agreement with the registrant to distribute its product.

24. Respondent violated Section 12(a)(1)(A) of FIFRA, 7 U.S.C. § 136j(a)(1)(A), by selling or distributing a pesticide whose registration has been cancelled or which is not registered under Section 3 of FIFRA, 7 U.S.C. § 136a.

Count 2

25. The facts stated in Paragraphs 15 through 18 above are herein incorporated.

26. The regulation at 40 C.F.R. § 152.132 sets forth the conditions under which a distributor may distribute or sell a registrant's registered product under another person's name and address instead of (or in addition to) its own. Specifically, the condition set forth at 40 C.F.R. § 152.132(a) states that the registrant has submitted to EPA for each distributor product a statement signed by both the registrant and the distributor listing the names and addresses of the registrant and the distributor, the distributor's company number, the additional brand name(s) to be used, and the registration number of the registered product.

27. On or about May 4, 2017, Respondent's website was offering for sale or distribution EST Microcide IV. The EST Microcide label included the EPA Registration Number (EPA Reg. No.) 61178-1-3150 which is not registered to Respondent. The EST Microcide label included the EPA Establishment Number (EPA Est. No.) 83240-MO-001 which is not Respondent's establishment.

28. On or about May 4, 2017, EST Microside IV was not registered to Respondent under Section 3 of FIFRA, 7 U.S.C. § 136a, nor had Respondent entered into a supplemental distribution agreement with the registrant to distribute its product.

29. Respondent violated Section 12(a)(1)(A) of FIFRA, 7 U.S.C. § 136j(a)(1)(A), by selling or distributing a pesticide whose registration has been cancelled or which is not registered under Section 3 of FIFRA, 7 U.S.C. § 136a.

Count 3

30. The facts stated in Paragraphs 15 through 18 above are herein incorporated.

31. The regulation at 40 C.F.R. § 152.15 establishes that 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. The regulation states that a substance is considered to be intended for a pesticidal purpose, and thus to be a pesticide requiring registration, if the person who distributes or sells the substance claims, states, or implies (by labeling or otherwise) that the substance (either by itself or in combination with any other substance) can or should be used as a pesticide. 40 C.F.R. § 152.15(a)(1).

32. The EPA inspection revealed that Respondent sold a quantity of Horticulture Weed Control HWC-2030 on or about April 26, 2017.

33. The Horticulture Weed Control HWC-2030 label states, "HWC-2030 is designed with organic acid base chemistry to control weeds in lawns, garden flowerbeds, and vegetable gardens." It also states, "It is designed to kill garden weeds within the first two weeks of their emergence from the soil." These statements indicate that Horticulture Weed Control HWC-2030 is a substance intended to prevent, destroy, repel, or mitigate weeds.

34. Weeds are a pest pursuant to Section 2(t) of FIFRA, 7 U.S.C. § 136(t).

35. On the date of the sale and/or distribution of the Horticulture Weed Control HWC-2030, the product was not registered under Section 3 of FIFRA, 7 U.S.C. § 136a.

36. Respondent violated Section 12(a)(1)(A) of FIFRA, 7 U.S.C. § 136j(a)(1)(A), by selling or distributing a pesticide whose registration has been cancelled or which is not registered under Section 3 of FIFRA, 7 U.S.C. § 136a.

Count 4

37. The facts stated in Paragraphs 15 through 18 above are herein incorporated.

38. The regulation at 40 C.F.R. § 152.15 establishes that 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. The regulation states that a substance is considered to be intended for a pesticidal purpose, and thus to be a pesticide requiring registration, if the person who distributes or sells the substance claims, states, or implies (by labeling or otherwise) that the substance (either by itself or in combination with any other substance) can or should be used as a pesticide. 40 C.F.R. § 152.15(a)(1).

39. On or about May 4, 2017, Respondent's website was offering for sale or distribution Horticulture Weed Control HWC-2030.

40. The Horticulture Weed Control HWC-2030 label stated, "HWC-2030 is designed with organic acid base chemistry to control weeds in lawns, garden flowerbeds, and vegetable gardens." It also stated, "It is designed to kill garden weeds within the first two weeks of their emergence from the soil." These statements indicate that Horticulture Weed Control HWC-2030 is a substance intended to prevent, destroy, repel, or mitigate weeds.

41. Weeds are a pest pursuant to Section 2(t) of FIFRA, 7 U.S.C. § 136(t).

42. On the date the Horticulture Weed Control HWC-2030 was offered for sale or distribution, the product was not registered under Section 3 of FIFRA, 7 U.S.C. § 136a.

43. Respondent violated Section 12(a)(1)(A) of FIFRA, 7 U.S.C. § 136j(a)(1)(A), by selling or distributing a pesticide whose registration has been cancelled or which is not registered under Section 3 of FIFRA, 7 U.S.C. § 136a.

CONSENT AGREEMENT

44. For the purpose of this proceeding, as required by 40 C.F.R. § 22.18(b)(2), Respondent:

(a) Admits the jurisdictional allegations set forth herein;

(b) neither admits nor denies the specific factual allegations stated herein;

(c) consents to the assessment of a civil penalty, as stated herein;

(d) consents to the issuance of any specified compliance or corrective action order;

(e) consents to any conditions specified herein;

(f) consents to any stated Permit Action;

(g) waives any right to contest the allegations set forth herein; and

(h) waives its rights to appeal the Final Order accompanying this Consent Agreement.

45. Respondent consents to the issuance of this Consent Agreement and Final Order and consents for the purposes of settlement to the payment of the civil penalty specified herein and to completion of the Supplemental Environmental Project (SEP) described below.

46. Respondent agrees, within ten (10) days of the effective date of this Consent Agreement and Final Order to remove from its webpage all references associated with the "Designed for the Environment – Green Certified Products" program. This includes, but is not limited to, the EPA logo and statements indicating a product or program is "EPA Compliant". Nothing in this CAFO prohibits Respondent from applying to become a partner with EPA for the Designed for the Environment program.

47. Respondent and EPA agree to conciliate this matter without the necessity of a formal hearing and to bear their respective costs and attorneys' fees.

Penalty Payment

48. Respondent agrees that, in settlement of the claims alleged herein, Respondent shall pay a mitigated civil penalty of nineteen thousand sixty-two dollars ($19,062), as set forth below, and shall perform a SEP as set forth below. The projected cost of the SEP is eleven thousand six hundred and fifty dollars ($11,650).

49. Respondent shall pay the penalty within thirty (30) days of the effective date of the Final Order. Such payment shall identify Respondent by name and docket number and shall be by certified or cashier's check made payable to the "United States Treasury" and sent to:

U.S. Environmental Protection Agency
Fines and Penalties
Cincinnati Finance Center
P.O. Box 979077
St. Louis, Missouri 63197-9000

or by alternate payment method described at *http://www.epa.gov/financial/makepayment*.

50. A copy of the check or other information confirming payment shall simultaneously be sent to the following:

Regional Hearing Clerk
U.S. Environmental Protection Agency, Region 7
11201 Renner Boulevard
Lenexa, Kansas 66219; and

Kelley Catlin, Attorney
Office of Regional Counsel
U.S. Environmental Protection Agency, Region 7
11201 Renner Boulevard

Lenexa, Kansas 66219.

51. Respondent understands that its failure to timely pay any portion of the civil penalty or any portion of a stipulated penalty as stated in Paragraph 66 may result in the commencement of a civil action in Federal District Court to recover the full remaining balance, along with penalties and accumulated interest. In such case, interest shall begin to accrue on a civil or stipulated penalty from the date of delinquency until such civil or stipulated penalty and any accrued interest are paid in full. 31 C.F.R. § 901.9(b)(1). Interest will be assessed at a rate of the United States Treasury Tax and loan rates in accordance with 31 U.S.C. § 3717. Additionally, a charge will be assessed to cover the costs of debt collection including processing and handling costs, and a non-payment penalty charge of six (6) percent per year compounded annually will be assessed on any portion of the debt which remains delinquent more than ninety (90) days after payment is due. 31 U.S.C. § 3717(e)(2).

Supplemental Environmental Project

52. In response to the violations of FIFRA, alleged in this Consent Agreement and Final Order and in settlement of this matter, although not required by FIFRA or any other federal, state, or local law, Respondent shall complete the SEP described in this Consent Agreement and Final Order, which the parties agree is intended to secure significant environmental or public health protection and improvement.

53. Respondent shall complete the following SEP: retain a consultant to perform an environmental compliance audit. The audit will evaluate Respondent's compliance with all applicable legal and other requirements at the Respondent's facility, including record-keeping reporting and training. The audit will also include a thorough evaluation of Respondent's compliance with FIFRA. Specifically, the auditor will receive and review Respondent's product list, including all current labels and safety data sheets, in order to perform a complete review of all labels and documentation for pesticidal claims (including plant growth regulators), a complete review of all web and research listings for any pesticide claims (including plant growth regulators), identify how compliance would be achieved for any 25(b) products (if qualified), and a complete review of whether the active ingredient for any product possesses a pesticide purpose and how compliance will be achieved. The audit will identify any pesticidal claims for the products and advise whether EPA or Food and Drug Administration compliance is required. The audit includes preparation of a Final Audit Report on the findings and assessments with recommendations on how to achieve compliance. The SEP shall cost at least eleven thousand six-hundred fifty dollars ($11,650). Respondent agrees that the SEP shall be completed within eight (8) months of the Effective Date of this Consent Agreement and Final Order, and agrees to implement corrective measures to resolve any and all deficiencies identified.

54. This SEP shall be performed in accordance with the requirements of this Consent Agreement and Final Order.

55. The Respondent has selected Mandava Associates, LLC as the consultant to perform the audit. EPA approves of the selected consultant based on its qualifications, experience, and knowledge of the subject matter.

56. Within thirty (30) days of the Effective Date of this Consent Agreement and Final Order, Respondent shall submit a Final Audit Report summarizing the findings of the environmental compliance audit described above and as described in the Supplemental Environmental Project Proposal developed by Mandava Associates, LLC. The Final Audit Report shall be submitted to the EPA contact identified in Paragraph 62 below and subject to EPA review and approval as provided in Paragraph 63.

57. Respondent shall correct all violations identified in the Final Audit Report in compliance with FIFRA or any other applicable federal, state or local laws.

58. Within eight (8) months of the Effective Date of this Consent Agreement and Final Order, Respondent shall submit a SEP Completion Report to the EPA contact identified in Paragraph 62 below. The SEP Completion Report shall be subject to EPA review and approval as provided in Paragraph 63 below. The SEP Completion Report shall contain the following information:

(a) Detailed description of the SEP as implemented;

(b) Invoices documenting the final cost of the SEP;

(c) Description of any problems encountered in implementation of the projects and the solution thereto;

(d) Description of the specific environmental and/or public health benefits resulting from implementation of the SEP. Specifically, what corrective actions were taken to resolve any and all violations identified in the audit and when they were resolved; and

(e) Certification that the SEP has been fully implemented pursuant to the provisions of this Consent Agreement and Final Order.

59. In itemizing its costs in the SEP Completion Report, Respondent shall clearly identify and provide acceptable documentation for all SEP costs. For purposes of this paragraph, "acceptable documentation" includes invoices, purchase orders, or other documentation that specifically identifies and itemizes the individual costs of the goods and/or services for which payment is being made. Cancelled drafts do not constitute acceptable documentation unless such drafts specifically identify and itemize the individual costs of the goods and/or services for which payment is being made.

60. The SEP Completion Report shall include the statement of Respondent, through an officer, signed and certifying under penalty of law the following:

> I certify under penalty of law that I have examined and am familiar with the information submitted in this document and all attachments and that, based on my inquiry of those individuals immediately responsible for obtaining

the information, I believe that the information is true, accurate, and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fines and imprisonment.

61. Respondent agrees to prominently publish the Final Audit Report and SEP Completion Report on its webpage within ten (10) days of EPA approval of the SEP Completion Report. EPA shall approve of the location on Respondent's webpage where the documents are published. The Final Audit Report and SEP Completion Report shall be published on Respondent's webpage for one (1) year after the documents are published. Respondent shall provide EPA written notification when the reports are published and when they are removed.

62. The Final Audit Report and SEP Completion Report shall be submitted on or before the due date specified above to:

Mark Lesher, TOPE/WWPD
U.S. Environmental Protection Agency, Region 7
11201 Renner Boulevard
Lenexa, Kansas 66219.

63. Final Audit Report and SEP Completion Report Approval: The Final Audit Report and SEP Completion Report shall be reviewed in accordance with the procedures outlined in this paragraph. EPA will review the Final Audit Report and SEP Completion Report and may approve, approve with modifications, or disapprove and provide comments to Respondent. If the Final Audit Report and/or SEP Completion Report are disapproved with comments, Respondent shall incorporate EPA's comments and resubmit the document again within thirty (30) days of receipt of EPA's comments. If Respondent fails to revise the Final Audit Report or SEP Completion Report in accordance with EPA's comments, Respondent shall be subject to the stipulated penalties as set forth below.

64. Any public statement, oral or written, in print, film, internet, or other media, made by Respondent making reference to the SEP under this Consent Agreement and Final Order from the date of its execution of this Consent Agreement and Final Order shall include the following language:

> This project was undertaken in connection with the settlement of an enforcement action taken by the U.S. Environmental Protection Agency to enforce federal laws.

65. With regard to the SEP, Respondent certifies the truth and accuracy of each of the following:

(a) That all cost information provided to the EPA in connection with the EPA's approval of the SEP is complete and accurate and that Respondent in good faith estimates that the cost to implement the SEP is $11,650;

(b) That, as of the date of executing this Consent Agreement and Final Order,

Respondent is not required to perform or develop the SEP by any federal, state, or local law or regulation and is not required to perform or develop the SEP by agreement, grant, or as injunctive relief awarded in any other action in any forum;

(c) That the SEP is not a project that Respondent was planning or intending to construct, perform, or implement other than in settlement of the claims resolved in this Consent Agreement and Final Order;

(d) That Respondent has not received and will not receive credit for the SEP in any other enforcement action;

(e) That Respondent will not receive reimbursement for any portion of the SEP from another person or entity;

(f) That for federal income tax purposes, Respondent agrees that it will neither capitalize into inventory or basis nor deduct any costs or expenditures incurred in performing the SEP;

(g) Respondent is not a party to any open federal financial assistance transaction that is funding or could fund the same activity as the SEP described in Paragraph 53; and

(h) Respondent has inquired of Mandava Associates, LLC whether it is a party to an open federal financial assistance transaction that is funding or could fund the same activity as the SEP and has been informed by Mandava Associates, LLC that it is not a party to such a transaction.

66. Stipulated penalties for failure to complete SEP/Failure to spend agreed-on amount.

(a) In the event Respondent fails to comply with any of the terms or provisions of this Consent Agreement and Final Order relating to the performance of the SEP, above, and/or to the extent that the actual expenditures for the SEP do not equal or exceed the cost of the SEP described in this Consent Agreement and Final Order, Respondent shall be liable for stipulated penalties according to the provisions set forth below:

i. If a SEP has not been completed satisfactorily and timely pursuant to this Consent Agreement and Final Order, Respondent shall pay a stipulated penalty to the United States in the amount of eleven thousand six-hundred fifty dollars ($11,650), minus any documented expenditures determined by EPA to be acceptable for the SEP.

ii. If the SEP is completed in accordance with this Consent

Agreement and Final Order, but Respondent spent less than proposed SEP cost, Respondent shall pay a stipulated penalty to the United States which equals the difference between the proposed SEP amount as defined above and the actual cost of SEP.

iii. For failure to submit the SEP Completion Report Respondent shall pay a stipulated penalty in the amount of $250 for each day after the report was originally due until the report is submitted.

iv. For failure to submit the Final Audit Report required by Paragraph 56 above, Respondent shall pay a stipulated penalty in the amount of $100 for each day after the report was originally due until the report is submitted.

v. For failure to publish the Final Audit Report and SEP Completion Report on Respondent's webpage required by Paragraph 61 above, Respondent shall pay a stipulated penalty in the amount of $100 for each day the Final Audit Report is not published and $100 for each day the SEP Completion Report is not published.

vi. For each violation observed in the Final Audit Report which is not remedied to EPAs satisfaction within eight (8) months of this CAFO (or longer if EPA grants an extension), Respondent shall pay a stipulated penalty of $7,000.

(b) The determination of whether the SEP has been satisfactorily completed and whether the Respondent has made a good faith, timely effort to implement the SEP shall be in the sole discretion of EPA.

(c) Stipulated penalties shall begin to accrue on the day after performance is due, and shall continue to accrue through the final day of the completion of the activity or other resolution under this Consent Agreement and Final Order.

(d) Respondent shall pay stipulated penalties not more than fifteen (15) days after receipt of written demand by EPA for such penalties. Method of payment shall be in accordance with the provisions of the Penalty Payment Section above. Interest and late charges shall be paid as stated in Paragraph 51 herein.

(e) Nothing in this agreement shall be construed as prohibiting, altering or in any way limiting the ability of EPA to seek any other remedies or sanctions available by virtue of Respondent's violation of this agreement or of the statutes and regulations upon which this agreement is based, or for Respondent's violation of any applicable provision of law.

(f) The United States may, in the unreviewable exercise of its discretion, reduce or waive stipulated penalties otherwise due under this Consent Agreement and Final Order.

Effect of Settlement and Reservation of Rights

67. Full payment of the penalty proposed in this Consent Agreement shall only resolve Respondent's liability for federal civil penalties for the violations alleged herein. Complainant reserves the right to take any enforcement action with respect to any other violations of FIFRA or any other applicable law.

68. The effect of settlement described in the immediately preceding paragraph is conditioned upon the accuracy of Respondent's representations to EPA, as memorialized in the paragraph directly below.

69. Respondent certifies by the signing of this Consent Agreement that it is presently in compliance with all requirements of FIFRA and its implementing regulations.

70. Full payment of the penalty proposed in this Consent Agreement 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 law. This Consent Agreement and Final Order does not waive, extinguish or otherwise affect Respondent's obligation to comply with all applicable provisions of FIFRA and regulations promulgated thereunder.

71. Complainant reserves the right enforce the terms and conditions of this Consent Agreement and Final Order.

General Provisions

72. By signing this Consent Agreement, the undersigned representative of Respondent certifies that he or she is fully authorized to execute and enter into the terms and conditions of this Consent Agreement and has the legal capacity to bind the party he or she represents to this Consent Agreement.

73. This Consent Agreement shall not dispose of the proceeding without a final order from the Regional Judicial Officer or Regional Administrator ratifying the terms of this Consent Agreement. This Consent Agreement and Final Order shall be effective upon the filing of the Final Order by the Regional Hearing Clerk for EPA, Region 7. Unless otherwise stated, all time periods stated herein shall be calculated in calendar days from such date.

74. The penalty specified herein shall represent civil penalties assessed by EPA and shall not be deductible for purposes of Federal, State and local taxes.

75. This Consent Agreement and Final Order shall apply to and be binding upon Respondent and Respondent's agents, successors and/or assigns. Respondent shall ensure that all contractors, employees, consultants, firms, or other persons or entities acting for Respondent

with respect to matters included herein comply with the terms of this Consent Agreement and Final Order.

RESPONDENT
Enviro Science Technologies, Inc.

Date: 4/23/18 By: Vinay Patel

Vinay Patel
Print Name

President
Title

COMPLAINANT
U. S. Environmental Protection Agency

Date: 4/25/18

Karen Flournoy
Director
Water, Wetlands and Pesticides Division

Date: 4/25/18

Kelley Catlin
Office of Regional Counsel

FINAL ORDER

Pursuant to Section 14(a) of FIFRA, 7 U.S.C. § 136*l*(a), and 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 foregoing Consent Agreement resolving this matter is hereby ratified and incorporated by reference into this Final Order.

Respondent is ORDERED to comply with all of the terms of the Consent Agreement. In accordance with 40 C.F.R. § 22.31(b), the effective date of the foregoing Consent Agreement and this Final Order is the date on which this Final Order is filed with the Regional Hearing Clerk.

IT IS SO ORDERED.

Karina Borromeo
Karina Borromeo
Regional Judicial Officer

May 1, 2018
Date

CERTIFICATE OF SERVICE

I certify that that a true and correct copy of the foregoing Consent Agreement and Final Order was sent this day in the following manner to the addressees:

Copy via Email to Complainant:

Kelley Catlin.

Copy via Email to Respondent:

Michael Fischer, Esq.
Viney Patel, Enviro Science Technologies, Inc.
Madhu Mandava, Mandava Associates, LLC

Dated this 1 day of May, 2018.

Lisa Haugen
Signed