



UNITED STATES ENVIRONMENTAL PROTECTION AGENCY  
REGION IX  
75 Hawthorne Street  
San Francisco, CA 94105-3901

**Certified Mail**

CERTIFIED MAIL 7016 1370 0000 2234 5052  
RETURN RECEIPT REQUESTED

**FEB - 7 2018**

John D. Conner Jr.  
Peter L. Gray  
Crowell & Moring LLP  
1001 Pennsylvania Avenue NW  
Washington, DC 20004-2595

Re: Consent Agreement and Final Order – Syngenta Seeds, LLC

Docket No.: FIFRA-09-2017-0001

Dear Mr. Conner:

Enclosed please find a Consent Agreement and Final Order (CAFO) concerning alleged violations of the Federal Insecticide, Fungicide, and Rodenticide Act, as amended, 7 U.S.C §§ 136 et seq., by Syngenta Seeds, LLC. The terms of the CAFO require the payment of One Hundred and Fifty Thousand Dollars (\$150,000) be received by EPA within 30 calendar days of the effective date (stamped filing date) of this CAFO. This CAFO also requires Syngenta to spend a minimum of Four Hundred Thousand Dollars (\$400,000) to implement Supplemental Environmental Project (SEP), as laid out in this agreement, its appendices and in accordance to the SEP Policy. Your completion of all actions laid out in the CAFO will close this case.

If you have any questions, please contact Scott McWhorter of my staff at 415-972-3584.

Sincerely,

A handwritten signature in black ink, appearing to read "Kathleen H. Johnson".

Kathleen H. Johnson  
Director  
Enforcement Division

Enclosure

**UNITED STATES ENVIRONMENTAL PROTECTION AGENCY  
REGION IX  
75 HAWTHORNE STREET  
SAN FRANCISCO, CALIFORNIA 94105**

\*\* FILED \*\*  
07FEB2018 - 04:30PM  
U.S.EPA - Region 09

In the Matter of:	)	
	)	
Syngenta Seeds, LLC,	)	U.S. EPA Docket No.:
d/b/a/ Syngenta Hawaii, LLC,	)	
	)	FIFRA-09-2017-0001
Respondent	)	
	)	

**CONSENT AGREEMENT AND FINAL ORDER**

The United States Environmental Protection Agency (EPA), Region IX, and Syngenta Seeds, LLC (“Respondent”) (collectively, “the Parties”), agree to settle the above-captioned matter and consent to the entry of this Consent Agreement and Final Order (CAFO). Pursuant to 40 C.F.R. § 22.18(b)(3), the issuance of the Final Order ratifying the below Consent Agreement concludes this proceeding.

**A. AUTHORITY AND PARTIES**

1. This is a civil administrative enforcement action brought pursuant to the authority in Section 14(a)(1) of the Federal Insecticide, Fungicide, and Rodenticide Act (FIFRA or “the Act”), 7 U.S.C. § 136l(a)(1), for the assessment of a civil administrative penalty against Respondent for the use of a registered pesticide in manners inconsistent with its labeling in violation of Section 12(a)(2)(G) of FIFRA, 7 U.S.C. § 136j(a)(2)(G), for noncompliance with the Worker Protection Standard set forth at 40 C.F.R. part 170.

2. Complainant is the Director of the Enforcement Division, EPA Region IX (“Director”), who has been duly delegated to enter into this Consent Agreement.

3. Respondent is Syngenta Seeds, LLC, located at 11055 Wayzata Blvd., Minnetonka, Minnesota, 55305-1526.

#### B. ALLEGATIONS

4. Complainant initiated the above-captioned administrative proceeding for the assessment of a civil penalty under Section 14(a)(1) of FIFRA, 7 U.S.C. § 136l(a)(1), by filing a Complaint and Notice of Opportunity for Hearing (“Complaint”) against Respondent on December 14, 2016, in accordance with the Consolidated Rules of Practice Governing the Administrative Assessment of Civil Penalties and the Revocation/Termination or Suspension of Permits set forth at 40 C.F.R. part 22.

5. Complainant was granted leave to amend the Complaint and filed an Amended Complaint and Notice of Opportunity for Hearing (“Amended Complaint”) on February 1, 2018.

6. The Amended Complaint alleges that on January 20, 2016, and on January 12, 2017, Respondent violated Section 12(a)(2)(G) of FIFRA, 7 U.S.C. § 136j(a)(2)(G), by using the registered restricted-use pesticide Lorsban Advanced (EPA Registration No. 62719-591) on an agricultural establishment in Kekaha, Hawaii, in manners inconsistent with its labeling by not complying with applicable Worker Protection Standard regulations.

7. EPA and Respondent have agreed to resolve this civil administrative proceeding without a formal hearing by executing this CAFO in accordance with 40 C.F.R. § 22.18(b).

#### C. CONSENT AGREEMENT

8. In accordance with 40 C.F.R. § 22.18(b)(2) and for the purposes of this proceeding, Respondent: (i) admits the jurisdictional allegations of the Amended Complaint; (ii) neither

admits nor denies the specific factual allegations contained in the Amended Complaint; (iii) consents to the assessment of the civil penalty set forth in this CAFO and to the conditions specified in this CAFO; (iv) waives the right to contest in a hearing under Section 14(a) of FIFRA the allegations contained in the Amended Complaint and this CAFO; and (v) waives the right to appeal the final order accompanying this Consent Agreement.

9. Complainant and Respondent agree that the settlement of this matter as set forth in this CAFO is in the public interest and that this CAFO is consistent with the provisions and objectives of FIFRA and its applicable regulations.

10. Respondent agrees to pay a civil penalty of **ONE HUNDRED AND FIFTY THOUSAND DOLLARS (\$150,000.00)** in settlement of the violations specifically alleged in the Amended Complaint.

11. Respondent agrees to spend no less than **FOUR HUNDRED THOUSAND DOLLARS (\$400,000)** to implement and complete the Supplemental Environmental Project (SEP) set forth in Section D of this CAFO and the Appendix to this CAFO (“the Appendix”), which is incorporated herein.

12. 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 alleged in the Amended Complaint. Nothing in this CAFO is intended to or shall be construed to resolve: (i) any civil liability for violations of any provision of any federal, state, or local law, statute, regulation, rule, ordinance, or permit not specifically alleged in the Amended Complaint; or (ii) any criminal liability. EPA specifically reserves any and all authorities, rights, and remedies available to it (including, but not limited to, injunctive or other equitable relief or

criminal sanctions) to address any violation of this CAFO or any violation not specifically alleged in the Amended Complaint.

13. This CAFO does not exempt, relieve, modify, or affect in any way Respondent's duties to comply with all applicable federal, state, and local laws, regulations, rules, ordinances, and permits.

14. This CAFO shall be binding upon Respondent, its successors, and assigns.

15. Each party shall bear its own attorneys' fees, costs, and disbursements incurred in this proceeding.

16. Each undersigned representative of the Parties to this CAFO certifies that he or she is fully authorized by the party represented to enter into this CAFO and hereby legally binds that party to it.

17. Respondent agrees to pay the civil penalty assessed by this CAFO within **thirty (30) calendar days** of the effective date of this CAFO. Payment shall be made by electronic transfer, or by either cashier's check or certified check made payable to "Treasurer, United States of America," and shall reference the name and docket number of this case. Payment shall be sent by one of the following methods:

Mail using signed receipt confirmation (FedEx, DHL, UPS, USPS certified, registered, etc.):

U. S. Environmental Protection Agency  
Government Lockbox 979077  
1005 Convention Plaza  
Mail Station SL-MO-C2-GL  
St. Louis, MO 63101

Regular mail:

U.S. Environmental Protection Agency  
Fines and Penalties  
Cincinnati Finance Center

P.O. Box 979077  
St. Louis, MO 63197-9000

Automated Clearing House (ACH) payments through Vendor Express  
(also known as REX or Remittance Express):

ACH payments to EPA can be made through the U.S. Treasury using the following information:

U.S. Treasury REX/Cashlink ACH Receiver  
ABA: 051036706  
Account: 310006, Environmental Protection Agency  
CTX Format Transaction Code 22-checking

Physical Location of U.S. Treasury Facility:  
5700 Rivertech Court  
Riverdale, MD 20737

Remittance Express (REX): (866) 234-5681

Wire transfers through Fedwire:

Wire transfers must be sent directly to the Federal Reserve Bank in New York City with the following information:

Federal Reserve Bank of New York  
ABA: 021030004  
Account: 68010727  
SWIFT address: FRNYUS33  
33 Liberty Street  
New York, NY 10045  
Beneficiary: U.S. Environmental Protection Agency

(Note: Foreign banks must use a U.S. bank to transfer funds to EPA.)

Online Payment:

Payers can use credit or debit cards (Visa, MasterCard, American Express & Discover) as well as checking account information to make payments:

Visit [www.pay.gov](http://www.pay.gov), and follow these instructions:  
You do not need a user name and password or account. Enter "SFO 1.1" in the form search box on the top left side of the screen. Open the form and follow the on-screen instructions. Select your type of payment from the "Type of Payment" drop down menu. Based on your selection, the corresponding line will open and no longer be shaded gray. Enter the

docket number, invoice number or other corresponding information into the field.

**For clarification regarding a particular method of payment, please contact the EPA Cincinnati Finance Center at 513-487-2091.**

In addition, Respondent shall send a copy of the check, or notification that the payment has been made by one of the other methods listed above, including proof of the date payment was made, with a transmittal letter indicating Respondent's name, the case title, and docket number, to the following addresses:

Regional Hearing Clerk  
Office of Regional Counsel (ORC-1)  
U.S. Environmental Protection Agency, Region IX  
75 Hawthorne Street  
San Francisco, CA 94105

Scott McWhorter  
SDWA/FIFRA Section  
Enforcement Division (ENF-3-3)  
U.S. Environmental Protection Agency, Region IX  
75 Hawthorne Street  
San Francisco, CA 94105

18. Payment of the above civil penalty shall not be claimed by Respondent or any other person as a deduction or any other type of benefit related to federal, state, or local taxes. Any attempt by Respondent to deduct any such payments shall constitute a violation of this CAFO.

19. If Respondent fails to pay the assessed civil penalty by the deadline specified in this CAFO, then (i) the entire balance of the unpaid penalty amount shall become due immediately and (ii) Respondent shall immediately pay (in addition to the unpaid balance of the civil administrative penalty) a stipulated penalty of nineteen thousand fifty-seven dollars (\$19,057) for each day the payment is in arrears during the first fourteen (14) calendar days, and a stipulated penalty in the amount of thirty-eight thousand one hundred fourteen dollars (\$38,114) for each day the payment is in arrears thereafter.

20. Pursuant to 31 U.S.C. § 3717, EPA is entitled to assess interest and penalties on debts owed to the United States and a charge to cover the cost of processing and handling a delinquent claim. Interest will therefore begin to accrue on the civil penalty from the effective date of this CAFO, if the penalty is not paid by the date required. A charge will also be assessed to cover the administrative costs, both direct and indirect, of overdue debts. In addition, a late payment penalty charge, not to exceed six percent (6%) annually, may be assessed on all debts more than ninety (90) days delinquent.

21. The effective date of this CAFO shall be the date on which the ratified CAFO is filed with the Regional Hearing Clerk.

D. SUPPLEMENTAL ENVIRONMENTAL PROJECT (SEP)

22. Within three (3) years of the effective date of this CAFO, Respondent agrees to develop and implement a training program on the requirements of the Worker Protection Standard for growers in Hawaii (Oahu, Kauai, Maui and Hawaii), Guam, and Saipan (an island in the Commonwealth of the Northern Mariana Islands) by completing the Supplemental Environmental Project (SEP) described herein and in the Appendix.

23. Respondent agrees to spend no less than **FOUR HUNDRED THOUSAND DOLLARS (\$400,000)** to implement this SEP in the form of allowable SEP expenditures. Respondent's certification that its estimated cost to implement the SEP will be at least \$400,000, is set forth in Paragraph 32. Allowable SEP expenditures shall not include the following categories of Respondent's costs: Respondent's overhead, Respondent's additional employee time and salary, Respondent's administrative expenses, Respondent's legal fees, and Respondent's costs of oversight of the contractor who will develop and implement the SEP. Respondent shall include as part of the SEP Completion Report required by Paragraph 24 documentation of incurred allowable SEP expenditures.



24. Submission of SEP Deliverables and Materials to EPA:

- a. Respondent will implement the SEP by completing all seven SEP Deliverables listed in the Appendix by the applicable deadlines listed below and in the Appendix.
- b. SEP Deliverable 1. Respondent will submit SEP Deliverable 1 (*Initiating the SEP*) within ten days of the effective date of this CAFO, and EPA will confirm receipt.
- c. SEP Deliverable 2. Respondent will submit SEP Deliverable 2 (*WPS Grower Training Curriculum*) within 8 months of the effective date of this CAFO. EPA will provide feedback to Respondent on the submitted deliverable within 60 days from its submission, and the Parties agree to make good faith efforts to resolve any disagreements about the deliverable within 90 days of its submission.
- d. SEP Deliverable 3. Respondent will submit SEP Deliverable 3 (*WPS Compliance Kit (English Version)*) within 14 months of the effective date of this CAFO. EPA may provide feedback to Respondent on the submitted deliverable, and the Parties agree to make good faith efforts to resolve any disagreements about the deliverable within 60 days of its submission.
- e. SEP Deliverable 4. Respondent will submit SEP Deliverable 4 (*Translations of WPS Compliance Kit*) within 20 months of the effective date of this CAFO. EPA may provide feedback to Respondent on the submitted deliverable, and the Parties agree to make good faith efforts to resolve any disagreements about the deliverable within 60 days of its submission.
- f. The Parties agree that EPA has the discretion to extend the deadlines set forth in Paragraphs b. through e. should compelling reasons exist for delay, provided that Respondent can still reasonably complete the remaining deliverables and the SEP can still reasonably be implemented within three (3) years from the effective date of the CAFO.

g. SEP Deliverables 5 and 6. Except the part of SEP Deliverable 5 providing for the posting of WPS Compliance Kits on a website (which will begin on the date of the SEP Completion Report and continue for a three-year period), Respondent shall complete SEP Deliverable 5 (*Promotion of WPS Compliance Kit and In-Person Training Through Grower and Worker Stakeholders*) and SEP Deliverable 6 (*In-Person Training of Growers*) no later than three (3) years from the effective date of the CAFO, as specified in Paragraph 22 of this CAFO.

h. SEP Deliverable 7 – Quarterly Progress Reports: Respondent shall submit Quarterly Progress Reports to EPA on December 31, March 31, June 30, and September 30 of the calendar year, the first of which is due at the end of the quarter following the effective date of this CAFO. The Quarterly Progress Reports shall contain the following information: a detailed description of the status of the SEP, including, but not limited to, training materials produced, trainings scheduled or completed and the date, venue, list of all participants who registered to attend training sessions and a list of actual attendees, an estimate of the number of growers reached with promotional materials, and copies of any materials intended for distribution and distributed related to the promotion and outreach of this SEP, including brochures, advertisements, or any other promotional material.

i. SEP Deliverable 7 – SEP Completion Report: Respondent shall submit a SEP Completion Report to EPA within ninety (90) calendar days after the last training session. The SEP Completion Report shall contain the following information:

- a. a detailed description of the SEP implemented;
- b. copies of training material used, list of completed training sessions and a list of growers who received training at each session;

- c. copies of documentation supporting SEP expenditures, including, but not limited to, copies of receipts, invoices, purchase orders and/or contracts;
- d. an affidavit from an authorized company official attesting that the SEP has been completed in accordance with the CAFO and Appendix or explaining in detail any failure to complete any element of the CAFO or the SEP; and
- e. the URL or web address of where Respondent will maintain public access to the English WPS Compliance Kit (SEP Deliverable 3) and all translated WPS Compliance Kits (SEP Deliverable 4) for three years from the date of the SEP Completion Report, subject to the following caveat that will accompany the posting of the Kits: “dated material, posted [date], may not be current.”

25. Respondent shall send all submissions required by this CAFO by mail and electronically

to:

Scott McWhorter  
SDWA/FIFRA Section  
Enforcement Division (ENF-3-3)  
U.S. Environmental Protection Agency, Region IX  
75 Hawthorne Street  
San Francisco, CA 94105  
Mcwhorter.Scott@epa.gov

U.S. EPA Region IX may designate an alternative recipient in writing to Respondent.

26. Upon EPA’s written request, Respondent shall send to EPA any additional documentation related to the SEP.

27. Stipulated Penalties: Respondent shall be liable for stipulated penalties according to the provisions set forth below:

- a. Failure to Submit SEP Deliverable/s: Respondent shall pay a one-time (not per day) sum of four hundred seventy-five thousand dollars (\$475,000) if Respondent

fails or refuses to submit one or more of the seven SEP Deliverables listed in the Appendix to this CAFO.

- b. Late Deliverables and Reports: Respondent shall pay the sum of five thousand dollars (\$5,000) for each day Respondent is late submitting a Deliverable that has a submission deadline set forth in Paragraph 24, for each day Respondent is late submitting a Quarterly Progress Report, and for each day Respondent is late submitting the SEP Completion Report.
- c. Time for Payment of Stipulated Penalties: Respondent shall pay any stipulated penalties owed pursuant to this CAFO within thirty (30) days of receipt of a final written demand by the EPA for such penalties. Payment of stipulated penalties shall be made in accordance with the payment provisions set forth in Paragraph 17 for the civil penalty.
- d. Waiver: EPA may, in its sole discretion, waive, mitigate, or choose not to pursue stipulated penalties.

28. Force Majeure: If any force majeure event occurs that impedes, delays, or makes impossible Respondent's performance of any part of this CAFO or the SEP as set forth in the Appendix, Respondent shall notify EPA in writing not more than thirty (30) calendar days after the event submitted to the person specified in Paragraph 25 above. For purposes of this section, a force majeure event is any event arising from causes beyond the control of Respondent, any entity controlled by Respondent, or Respondent's contractors that delays or prevents the performance of any obligation of this CAFO or SEP despite Respondent's best efforts to fulfill the obligation. "Best efforts to fulfill the obligation" includes best efforts to anticipate any potential force majeure event and best efforts to address the effects of any force majeure event as

it is occurring and following the event such that the delay and any adverse effects of the delay are minimized to the greatest extent possible. A force majeure event does not include an inability to pay. The notice shall describe in detail the event, the precise cause or causes of the event, the measures taken and to be taken by Respondent to prevent or minimize delayed performance or non-performance caused by the event, and the timetable by which those measures will be implemented. Respondent shall adopt all reasonable measures to avoid or minimize any delayed performance or non-performance caused by the event. Failure by Respondent to comply with the notice requirements of this Paragraph shall render this Paragraph void and of no effect as to the particular incident involved and constitute a waiver of Respondent's right to request an extension of its obligation under this CAFO or the Appendix based on such incident.

29. Extension/Alternative Activity: If an event identified in Paragraph 28 occurs, the Parties may agree in writing that the time for performance of the SEP described herein may be extended for a period no longer than the delay resulting from such circumstances, during which period Respondent shall not be deemed to be in violation of the terms of this CAFO that the Parties have agreed are in abeyance. If the Parties agree in writing that such an event totally precludes or should excuse Respondent from performing any part of the SEP, Respondent shall, within 20 days of the Parties' agreement, submit to the Director a proposal to perform an alternative activity that meets all the requirements of the SEP Policy instead of the precluded or excused activity, and the Director shall approve or deny the proposal in writing.

30. Force Majeure/Burden of Proof: The burden of proving that any delayed performance or non-performance is caused by an event identified in Paragraph 28 shall rest with Respondent. Increased costs or expenses associated with the implementation of actions called for by this CAFO shall not, in any event, be a basis for changes in this CAFO or a basis for extensions of

time. Delay in achievement of one interim step shall not necessarily justify or excuse delay in achievement of subsequent steps; it is Respondent's burden to establish that a delay in achievement of one interim step justifies or excuses delay in achievement of subsequent steps.

31. Force Majeure Dispute Resolution/Payment of Stipulated Penalties: In the event that the Parties dispute whether an event causing delayed performance or non-performance of the SEP has been or will be caused by circumstances beyond the control of Respondent and constitutes an event identified in Paragraph 28, such dispute shall be resolved by the Director. The Director shall notify Respondent in writing of his/her decision. If the Director determines that the delayed performance or non-performance was not attributable to an event identified in Paragraph 28, Respondent shall pay the applicable stipulated penalties set forth in Paragraph 27 of this CAFO.

32. Respondent certifies that:

- a. All estimates of SEP expenditures provided to EPA in connection with EPA's approval of the SEP are complete and accurate. As of the date of executing this CAFO, Respondent believes in good faith that the cost to implement the SEP is **FOUR HUNDRED THOUSAND DOLLARS (\$400,000)**;
- b. 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. 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 CAFO;
- d. Respondent has not received and will not receive credit for the SEP in any other enforcement action;

- e. Respondent will not receive reimbursement for any portion of the SEP from another person or entity;
- f. 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, or claim any other tax-related benefit for performing the SEP;
- g. Respondent is not a party to any open federal financial assistance transaction that is funding or could fund the same activities as the SEP described in this CAFO and in the Appendix; and
- h. Respondent will inquire of any third party SEP implementer whether it is a party to an open federal financial assistance transaction that is funding or could fund the same activity as the SEP described in this CAFO and the Appendix, and be informed that the third party SEP implementer is not a party to such a transaction, before the SEP is implemented.

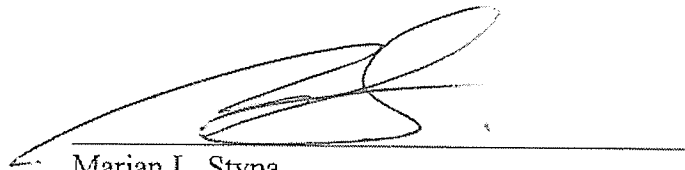
33. Respondent agrees that any public statement, oral or written, in print, film, or other media, made by Respondent that makes reference to the SEP under this CAFO, from the date of its execution, shall include the following language:

“This project was undertaken in connection with the settlement of an enforcement action against Syngenta Seeds, LLC, taken by the U.S. Environmental Protection Agency for alleged violations of the Federal Insecticide, Fungicide, and Rodenticide Act (FIFRA) and the Worker Protection Standard.”

This Consent Agreement and Final Order resolving the matter of Syngenta Seeds, LLC, d/b/a Syngenta Hawaii, LLC, Docket No. FIFRA-09-2017-0001, is hereby agreed and consented to by:

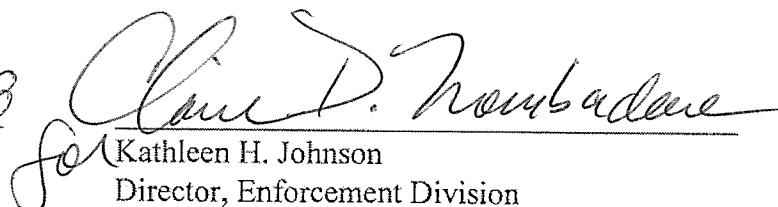
RESPONDENT, SYNGENTA SEEDS, LLC:

Feb. 1/2018.  
Date

  
Marian L. Stypa  
Head NA CP Product Development

COMPLAINANT:

2/1/2018  
Date

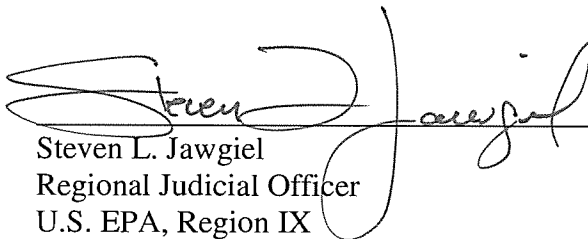
  
for Kathleen H. Johnson  
Director, Enforcement Division  
U.S. Environmental Protection Agency, Region IX



FINAL ORDER

It Is Hereby Ordered that this Consent Agreement and Final Order in Syngenta Seeds, LLC, d/b/a Syngenta Hawaii, LLC, EPA Docket No. FIFRA-09-2017-0001, be entered and that Respondent shall pay a civil penalty in the amount of **ONE HUNDRED AND FIFTY THOUSAND DOLLARS (\$150,000.00)** in accordance with the terms of this Consent Agreement and Final Order.

02/07/18  
Date

  
Steven L. Jawgiel  
Regional Judicial Officer  
U.S. EPA, Region IX

**APPENDIX**  
**Supplemental Environmental Project**  
**Worker Protection Standard (“WPS”) Grower Training Program**

Syngenta Seeds, LLC (“Syngenta”) shall develop and implement a grower training program that promotes awareness of the requirements of the Worker Protection Standard (“WPS”), 40 C.F.R. Part 170, promulgated under the Federal Insecticide, Fungicide and Rodenticide Act (“FIFRA”). This SEP is intended to assist and provide compliance tools to small-scale growers of agricultural plants that face compliance challenges based on cultural, literacy, or language considerations, and/or geographic isolation.

The SEP shall consist of the following “SEP Deliverables:”

I. SEP Deliverable 1: Initiating the SEP

To assist Syngenta in completing this SEP, Syngenta intends to engage a third-party contractor to help develop training curricula and resource materials designed to assist growers in complying with the WPS and to help deliver in-person training to growers as set forth herein. Within ten (10) calendar days after the effective date of the CAFO, Syngenta will submit to EPA the following SEP Deliverable:

- a. The name, affiliation, and address of the contractor(s) to be used to implement this SEP, or if no contractor will be used, a statement to that effect;
- b. If a contractor is named, an explanation of how the contractor has the necessary subject matter expertise and the experience and capacity sufficient to assist Syngenta in designing the grower training curriculum, developing effective resource materials for the intended grower audience, and conducting the in-person trainings.

If EPA determines that any proposed contractor does not meet the qualifications sufficient to assist Syngenta in implementing the SEP, EPA may disapprove such contractor (stating the grounds therefore) and Syngenta shall propose another contractor to EPA within thirty (30) calendar days of receipt of EPA’s determination if Syngenta still intends to use a contractor. If, at any time, Syngenta wishes to contract with a new contractor, it shall notify the EPA in writing, provide an explanation for the change, and identify the contractor and its qualifications to EPA. EPA will review any subsequent proposed contractor(s) using the same qualification requirements set forth in the preceding Paragraph I.b.

II. SEP Deliverable 2: WPS Grower Training Curriculum

Respondent will develop a training curriculum to educate growers. The curriculum will address both a general overview of basic pesticide application and safety concepts and the requirements of the WPS at the time the curriculum is developed. The training curriculum may

be developed through existing WPS materials and the development of new material as necessary to include culturally appropriate documents, videos, and training toolkits. The curriculum will consider the language, literacy and cultural challenges faced by underserved, disproportionately-impacted, low-income and primarily minority agricultural workers. The grower training curriculum will introduce the project's resources, such as the WPS Compliance Kit described below, include instructions to growers on the best use of the WPS Compliance Kit in their operations, and set forth the estimated amount of time that should be spent on each topic at the in-person trainings. Exhibit 1 to this Appendix lists the general topics that the curriculum will address, and may be subject to change.

### III. SEP Deliverable 3: WPS Compliance Kit (English version)

Respondent will develop, produce, submit to EPA and distribute to growers a WPS Compliance Kit based on the WPS Grower Training Curriculum, to support the Training Program for Growers. The WPS Compliance Kit shall include pictograms, photos, and other visual aids that are suitable for its intended audience. The WPS Compliance Kit will be made available for distribution in hard copy and digitally (CD or USB) to growers and supporting organizations.

The WPS Compliance Kit includes but is not limited to the following practical resources:

- Summary documents with corresponding videos addressing the major compliance topic areas within the WPS.
- Worker training resources including but not limited to training outlines with materials, tailgate training toolkits, and sign-in sheets.
- Sample WPS company policies and procedures.

### IV. SEP Deliverable 4: Translations of WPS Compliance Kit

Syngenta will translate the WPS Compliance Kit into Mandarin, Tagalog, Korean, and Ilocano, submit the translated Kits to EPA, and distribute them to growers as appropriate.

### V. SEP Deliverable 5: Promotion of WPS Compliance Kit and In-Person Training Through Grower and Worker Stakeholders

Syngenta will coordinate with other organizations to assist in distributing the WPS Compliance Kit and to promote attendance at the in-person training sessions. Such organizations may include state and local agricultural agencies and organizations representing small growers. Syngenta may also coordinate with members of Pesticide Educational Resources Collaborative (PERC), the academic community, agricultural trade associations, and other groups (e.g., PSEP and AAPSE) to reach the audiences who will benefit from this SEP.

Syngenta will make the English WPS Compliance Kit and all four translations of the WPS Compliance Kit available to the public on a website for the period of three years after the date of the SEP Completion Report. Syngenta will have sole discretion to determine the

website or URL, which will be reasonably accessible to a person with average technical competency. The Compliance Kits will be freely available on the website in a high quality downloadable format. The website will bear the date the Kits were first posted and caution that the materials may not be current. Syngenta is not obligated to continuously update or revise the posted Kits.

VI. SEP Deliverable 6: In-Person Training of Growers

Syngenta shall utilize the prior SEP Deliverables to conduct in-person training for growers who employ agricultural workers not proficient in English or who are otherwise the intended audience for this SEP. In-person training will be provided in English. However, the resources used and distributed at the trainings will include, as appropriate, one or more of the non-English WPS Compliance Kits and the English WPS Compliance Kit. At least 11 total training sessions will be offered, and will include a minimum of two training sessions, in different locations to maximize attendance, in each of the following locations: Guam, and on four islands in Hawaii (Oahu, Kauai, Maui and Hawaii). One training session will be offered in Saipan (an island in the Commonwealth of the Northern Mariana Islands).

VII. SEP Deliverable 7: Quarterly and SEP Completion Reports

Syngenta shall deliver to EPA Quarterly Progress Reports and the SEP Completion Report as set forth in Paragraph 24 of the CAFO.

## EXHIBIT 1

### Worker Protection Standard Grower Training Curriculum Topics

1. General Pesticide Safety
  - a. Working safely with pesticides on farms
  - b. Storing, moving, and disposal of pesticides
  - c. First aid
  - d. Protecting yourself from breathing pesticides
  - e. General Safety for handlers
  - f. General safety for field workers
2. Hazard Communication
  - a. Applications information exchange and display
  - b. Required postings
3. Training – WPS elements
  - a. Fieldworker
  - b. Handler
4. Decontamination Supplies
5. Pesticide Emergencies
6. PPE
  - a. Care of
  - b. Respirators
  - c. Disposal of
7. Pesticide Application Compliance
  - a. Restrictions during applications
  - b. AEZ
  - c. REIs
8. Employer Responsibilities

**CERTIFICATE OF SERVICE**

I hereby certify that the attached Consent Agreement and Final Order (Docket No. FIFRA-09-2017-0001) was sent to Respondent by U.S. Certified Mail, return receipt requested, and by e-mail, on this 7<sup>th</sup> day of Feb., 2018, to:

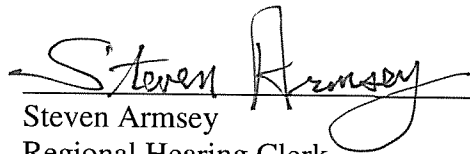
John D. Conner Jr.  
Peter L. Gray  
Crowell & Moring LLP  
1001 Pennsylvania Ave, N.W.  
Washington, DC 20004-2595  
JConner@crowell.com  
PGray@crowell.com

Certified Mail Number: 7016 1370 0000 2234 5052

I hereby certify a copy of the Consent Agreement and Final Order was sent to the following Agency attorneys by first class mail and e-mail on this 7<sup>th</sup> day of Feb., 2018:

Adrienne Trivedi  
Christina E. Cobb  
U.S. Environmental Protection Agency  
1200 Pennsylvania Ave N.W. (MC: 2249A)  
Washington, DC 20460  
Trivedi.Adrienne@epa.gov  
Cobb.Christina@epa.gov

Feb. 7, 2018  
Date

  
Steven Armsey  
Regional Hearing Clerk  
U.S. EPA, Region IX  
75 Hawthorne Street, 12<sup>th</sup> Floor (ORC)  
San Francisco, CA 94105