

**UNITED STATES ENVIRONMENTAL PROTECTION AGENCY
REGION X
1200 6th AVENUE, Suite 155
SEATTLE, WASHINGTON 98101**

<i>In the Matter of:</i>	)	ORDER
	)	SECTION 13(a)
Amazon.com Services LLC,	)	
	)	FEDERAL INSECTICIDE, FUNGICIDE
	)	AND RODENTICIDE ACT
	)	
Respondent	)	Docket No. FIFRA-10-2020-0102
	)	
	)	

I. AUTHORITY

1. This Stop Sale, Use, or Removal Order (“Order”) is issued pursuant to the authority vested in the Administrator of the United States Environmental Protection Agency (EPA) by section 13(a) of the Federal Insecticide, Fungicide, and Rodenticide Act, as amended (FIFRA), 7 U.S.C. § 136k(a), which authorizes the Administrator of the EPA to issue an order prohibiting the sale, use, or removal of any pesticide or device by any person who owns, controls, or has custody of such pesticide or device whenever there is reason to believe that, *inter alia*, the pesticide or device is in violation of any provision of FIFRA or the pesticide or device has been or is intended to be distributed or sold in violation of any provision of FIFRA.
2. This authority has been delegated from the EPA Administrator to the Director of the Enforcement and Compliance Assurance Division for EPA Region 10 through the Regional Administrator for EPA Region 10.
3. Section 12(a)(1)(A) of FIFRA, 7 U.S.C. § 136j(a)(1)(A), provides that it shall be unlawful for any person in any State to distribute or sell to any person any pesticide that is not registered under Section 3 of FIFRA, 7 U.S.C. § 136a.
4. Section 12(a)(1)(E) of FIFRA, 7 U.S.C. § 136j(a)(1)(E), provides that it shall be unlawful for any person in any State to distribute or sell to any person any pesticide which is adulterated or misbranded.
5. Section 12(a)(1)(F) of FIFRA, 7 U.S.C. § 136j(a)(1)(F), provides that it shall be unlawful for any person in any State to distribute or sell to any person any device which is misbranded.

6. Section 2(s) of FIFRA, 7 U.S.C. § 136(s), defines a “person” as “any individual, partnership, association, corporation, or any organized group of persons whether incorporated or not.”
7. Section 2(u) of FIFRA, 7 U.S.C. § 136(u), defines a “pesticide,” in part, as “any substance or mixture of substances intended for preventing, destroying, repelling, or mitigating any pest.” *See also* 40 C.F.R. § 152.15.
8. Section 2(t) of FIFRA, 7 U.S.C. § 136(t), defines a “pest” as “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].”
9. Section 2(h) of FIFRA, 7 U.S.C. § 136(h) defines a “device” as “any instrument or contrivance (other than a firearm) which is intended for trapping, destroying, repelling, or mitigating any pest or any other form of plant or animal life (other than man and other than bacteria, virus, or other microorganism on or in living man or other living animals).
10. The regulation at 40 C.F.R. § 152.500 provides that devices are subject to the requirements set forth in:
 - (a) FIFRA sec. 2(q)(1) and 40 C.F.R. Part 156, with respect to labeling;
 - (b) FIFRA sec. 7 and 40 C.F.R. Part 167, with respect to establishment registration and reporting;
 - (c) FIFRA sec. 8 and 40 C.F.R. Part 169, with respect to books and records;
 - (d) FIFRA sec. 9, with respect to inspection of establishments;
 - (e) FIFRA sec. 12, 13, and 14, with respect to violations, enforcement activities, and penalties;
 - (f) FIFRA sec. 17, with respect to import and export of devices;
 - (g) FIFRA sec. 25(c)(3), with respect to child-resistant packaging; and
 - (h) FIFRA sec. 25(c)(4), with respect to the Agency’s authority to declare devices subject to certain provisions of the Act.
11. The regulation at 40 C.F.R. § 152.15 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 otherwise) that the substance can or should be used as a pesticide; . . . (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 use for pesticidal purpose (by itself or in combination with any other substances); . . . 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.”

12. Section 2(p) of FIFRA, 7 U.S.C. § 136(p), defines “label” as “the written, printed, or graphic matter on, or attached to, the pesticide or device or any of its containers or wrappers.” This section also defines “labeling” as “all labels and all other written, printed, or graphic matter (A) accompanying the pesticide or device at any time; or (B) to which reference is made on the label or in literature accompanying the pesticide or device”
13. Section 2(gg) of FIFRA, 7 U.S.C § 136(gg), defines “to distribute or sell” as “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.”
14. The regulation at 40 C.F.R. § 152.3 further defines “distribute or sell” as “the acts of distributing, selling, offering for sale, holding for sale, shipping, holding for shipment, delivering for shipment, or receiving and (having so received) delivering or offering to deliver, or releasing for shipment to any person in any State.”
15. The regulation at 40 C.F.R. § 168.22(a) states: “FIFRA sections 12(a)(1) (A) and (B) make it unlawful for any person to ‘offer for sale’ any pesticide if it is unregistered, or if claims made for it as part of its distribution of sale differ substantially from any claim made for it as part of the statement required in connection with its registration under FIFRA section 3. EPA interprets these provisions as extending to advertisements in any advertising medium to which pesticide users or the general public have access.”
16. The regulation at 40 C.F.R. § 168.22(b)(4) states: “EPA regards it as unlawful for any person who distributes, sells, offers for sale, holds for sale, ships, delivers for shipment, or receives and (having so received) delivers or offers to deliver any pesticide, to place or sponsor advertisements which recommend or suggest the purchase or use of . . . [a]ny unregistered pesticide for any use unless the advertisement is one permitted by 40 C.F.R. § 168.22(b)(2) or (3).”
17. Under Section 2(q)(1)(A) of FIFRA, 7 U.S.C. § 136(q)(1)(A), “A pesticide is misbranded if its labeling bears any statement, design, or graphic representation relative thereto or to its ingredients which is false or misleading in any particular.”
18. In accordance with 40 C.F.R. § 156.10(a)(5), the following statements or representations in pesticide or device labeling constitute misbranding:
 - (a) A false or misleading statement concerning the composition of the product;
 - (b) A false or misleading statement concerning the effectiveness of the product as a pesticide or device;
 - (c) A true statement used in such a way as to give a false or misleading impression to the purchaser;
 - (d) A false or misleading comparison with other pesticides or devices;
 - (e) Claims as to the safety of the pesticide or its ingredients, including statements such as “safe,” “nonpoisonous,” “noninjurious,” “harmless,” or “nontoxic to

humans and pets” with or without such a qualifying phrase as “when used as directed;” and

- (f) Non-numerical and/or comparative statements on the safety of the product, including but not limited to: “Contains all natural ingredients;” “Among the least toxic chemicals known;” or “Pollution approved.”

- 19. Under Section 2(q)(1)(D) of FIFRA, 7 U.S.C. § 136(q)(1)(D), a pesticide is misbranded if its label does not bear the registration number assigned under section 7 to each establishment in which it was produced.

II. BACKGROUND

- 20. Amazon.com Services LLC (“Amazon”) is a corporation incorporated in the State of Delaware with its principle place of business located in the State of Washington. Therefore, Amazon is a “person” as defined in Section 2(s) of FIFRA, 7 U.S.C. § 136(s).
- 21. This Order refers to Amazon and all its divisions, offices, and branches collectively as “Amazon.”
- 22. Amazon is an indirect subsidiary of Amazon.com, Inc. and offers internet-based retail services to businesses and individuals via Amazon.com.
- 23. Amazon acquires and directly distributes products through Amazon.com, hereinafter referred to as “Amazon direct sales.”
- 24. In addition to Amazon direct sales, Amazon provides third-party sellers two fee-based options to sell and distribute products via Amazon.com: the “Selling on Amazon Service” and the “Fulfillment by Amazon” (FBA) service.
- 25. For Amazon direct sales, Amazon purchases products in bulk quantities, offers the products for sale on Amazon.com, fulfills the orders and ships the products to customers. The Amazon.com product detail page for products shipped and sold through Amazon direct sales states, “Ships from and sold by Amazon.com.”
- 26. The “Selling on Amazon Service” allows third-party sellers to advertise and sell products directly on Amazon.com. Third-party sellers, also known as Marketplace Fulfilled Network (MFN) sellers, participating in the Selling on Amazon Service use Amazon’s account management tools, including multi-feature offer templates, to manage product inventory, listing, presentation, and pricing with the benefits of accessing Amazon’s hundreds of millions of consumers. The third-party sellers work within Amazon’s platform to establish a “detail page” on Amazon.com for each product offered for sale. Third-party sellers fulfill and ship products to customers once an order is placed on Amazon.com. The Amazon.com listing page for products shipped and sold by third-party vendors states, “Ships from and sold by [Amazon.com profile alias of seller].”

27. According to Amazon.com, the “Fulfillment by Amazon” service, “is a service [Amazon] offer[s] sellers that lets them store products in Amazon’s fulfillment centers, and [Amazon] directly pack[s], ship[s] and provide[s] customer services for these products.” The Amazon.com listing page for products shipped and sold by the FBA service states, “Sold by [Amazon.com profile alias of seller] and Fulfilled by Amazon.”
28. Amazon Standard Identification Numbers (“ASIN”) are unique numbers Amazon assigns to each product sold through the Amazon.com marketplace. Products with the same ASIN are identical (or purportedly identical on Amazon.com) in all material respects.
29. All sellers on Amazon are required to assent to terms and conditions laid out in the document titled “Amazon Services Business Solutions Agreement” (“Agreement”).
30. The Section of the Agreement entitled “Selling on Amazon Service Terms” states, “The Selling on Amazon Service . . . is a Service that allows you to offer certain products and services directly on Amazon Sites.”
31. The Agreement defines Amazon Sites to include www.Amazon.com.

Selling on Amazon Service

32. The Agreement contains the following pertinent sections: General Terms, Selling on Amazon Service Terms, Fulfillment by Amazon Service Terms, Amazon Advertising Service Terms and Transaction Processing Service Terms.
33. General Terms, Section 3. “Term and Termination” of the Agreement grants Amazon the authority to terminate a third party’s use of Amazon’s services for convenience, provided Amazon provides advanced notice to the third party.
34. General Terms, Section 4. “License” of the Agreement grants Amazon a royalty-free, non-exclusive, worldwide right and license to any and all of a third-party seller’s original or derivative intellectual property associated with the third-party seller’s products. The Agreement also allows Amazon to sub-license the third-party seller’s intellectual property to Amazon’s affiliates, as defined in the Agreement.
35. General Terms, Section 18. “Miscellaneous” of the Agreement provides that Amazon retains the right to immediately halt any transactions, prevent or restrict a third-party seller’s access to any of Amazon’s services or take any other action to restrict access to or availability of any inaccurate listing, any inappropriately categorized items, any unlawful items, or any items otherwise prohibited by applicable Program Policies.
36. In accordance with Selling on Amazon Service Terms, Section 2.1 “Sale and Fulfillment” of the Agreement, third party sellers must source, offer, sell and fulfill products offered on Amazon.com in accordance with the Agreement as well as terms provided by the third-party seller or Amazon and displayed on the applicable site on Amazon.com.

37. In accordance with Selling on Amazon Service Terms, Section 2.1 “Sale and Fulfillment” of the Agreement, sellers may only cancel transactions in accordance with the terms and conditions appearing on the applicable Amazon.com website as well as the Agreement.
38. In accordance with the Agreement, all sellers must assent to Amazon’s “Program Policies,” which include, but are not limited to:
- (a) Amazon Seller Code of Conduct
 - (b) ASIN creation policy
 - (c) Category and Product Restrictions
 - (d) Product Detail Page Rules
 - (e) Product Guidelines
39. In accordance with the ASIN creation policy and Amazon’s “Add a Product” tool, third party sellers seeking to list a product already on Amazon.com are prohibited from requesting a new ASIN or creating a new product detail page and must match to the existing product detail page. Using Amazon’s “Add a Product” tool, third party sellers are directed to search Amazon’s product “catalog” for existing listings. If the third-party seller’s product exists within Amazon’s product catalog, the Add a Product tool directs the sellers to enter certain information and select “Sell this Product.”
40. If the third-party seller’s product does not exist within Amazon’s product catalog, Amazon’s “Add a Product” tool directs the third-party seller to associate the product with Amazon’s product categories and enter certain information regarding the product.
41. In accordance with the “Product Detail Page Rules” each product listing on Amazon.com must comply with Amazon’s listing standards and restrictions, including:
- (a) All products must be categorized in accordance with categories provided by Amazon;
 - (b) Product images must meet Amazon’s image standards;
 - (c) Product detail page titles, descriptions, bullet points, or images cannot contain adverts, promotional material, or watermarks on images, photos, or videos; and
 - (d) Product detail page titles, descriptions, bullet points, or images cannot contain links to other websites for placing orders, or alternative shipping offers, such as free shipping.
42. Amazon provides category-specific templates for third-party sellers to use to develop product detail page(s).
43. In accordance with Selling on Amazon Service Terms, Section 2.1 “Sale and Fulfillment” of the Agreement, third-party sellers must conform to certain shipping, logistics, and customer service requirements and restrictions, including:
- (a) Package and label the products in a commercially reasonable manner;
 - (b) Ship each product on or before its expected ship date;
 - (c) Retrieve order information provided by Amazon at least once per business day;
 - (d) Provide to Amazon information regarding fulfillment and order status and tracking, using the process designated by Amazon;

- (e) Include an order specific packing slip and, if applicable, a tax invoice, within each shipment; and
 - (f) Not send customers emails confirming orders or fulfillment of orders.
44. Amazon provides third-party sellers with advertising services called “Amazon Advertising.” According to the “Amazon Advertising Service Terms” section of the Agreement, the Amazon Advertising services is governed by the Amazon Advertising Agreement.
45. In accordance with the Amazon Advertising Agreement, Amazon will make available to third-party sellers a variety of tools and services to place ads on certain websites.
46. In accordance with the Amazon Advertising Agreement, third parties participating in the Amazon Advertising service grant Amazon a worldwide, non-exclusive, royalty-free, fully-paid, and sublicensable right and license to use all information provided to Amazon, including the third party’s ads, campaign details, fee data, technology, and trademarks, information, photographs, images, and videos.
47. The Amazon Advertising services includes the following:
- (a) Sponsored Products: Ads for individual product listings on Amazon
 - (b) Sponsored Brands: Search result ads that feature product logos, a custom headline, and up to three products;
 - (c) Amazon Stores: Custom multipage webpages on Amazon.com for individual brands;
 - (d) Sponsored Display: Provides ad placements on and off Amazon.com
48. The Sponsored Products, Sponsored Brands, and Sponsored Display services are available to “Professional Sellers” for a monthly subscription fee. EPA has reason to believe that all of the third-party sellers associated with the products subject to this Order are or have been “Professional Sellers.”
49. Amazon advertises sponsored products within the detail pages of products of similar categories. Amazon places these advertisements under the banner entitled “Sponsored products related to this item.” These advertisements contain links to other Amazon detail pages, which include offers for sale.
50. The purpose of Amazon’s advertising services as described in Paragraphs 44 through 49 are to induce the sale of products listed on Amazon.com.
51. All persons wishing to register as a third-party seller with Amazon must provide Amazon with the person’s credit card information and bank account number and routing number.
52. The Selling on Amazon Service Terms, Section S-1.2 “Product Listing; Merchandising; Order Processing” of the Agreement provides that Amazon will, and has the exclusive right to, receive all proceeds from the sale of products on Amazon.com on behalf of third-party sellers for each transaction and will remit sales proceeds to the third-party seller in accordance with the Selling on Amazon Service Terms portion of the Agreement.

53. In accordance with Selling on Amazon Service Terms, Section S-2.2 “Cancellations, Returns, and Refunds” of the Agreement, Amazon may in its sole discretion accept, calculate, and process cancellations, returns, refunds, and adjustments. Amazon may also make payments to customers in the manner Amazon determines. The Agreement requires the third-party seller to reimburse Amazon for all refund payments made to customers.
54. In accordance with Selling on Amazon Service Terms, Section S-4 “Compensation” of the Agreement, third-party sellers must pay Amazon several fees, including:
 - (a) Referral Fees, which apply to each product sale and are determined based on the sales proceeds, the product categorization, and Amazon’s fee schedule;
 - (b) Variable Closing Fees, which apply to each product sale and are determined based on Amazon’s variable closing fee schedule; and
 - (c) Selling on Amazon Subscription Fee.
55. In accordance with Selling on Amazon Service Terms, Section S-5 “Remittance of Sales Proceeds & Refunds” of the Agreement, Amazon will remit a seller’s available balance on a bi-weekly (14 day) (or more frequent) basis. A seller’s available balance is equal to any sales proceeds not previously remitted as of the applicable remittance calculation date (which seller must accept as payment in full for transactions), less the compensation fees described in paragraph 54 and any taxes that Amazon automatically calculates.
56. In accordance with the Transaction Process Service Terms within the Agreement:
 - (a) The third-party seller must authorize Amazon or Amazon’s affiliates to act as the third-party seller’s agent for purposes of processing payments, refunds, and adjustments to each transaction;
 - (b) The third-party seller agrees that buyers satisfy their obligations to the third-party seller when Amazon receives the sales proceeds and that third-party sellers do not have a right or entitlement to collect sales proceeds directly from any customer; and
 - (c) Amazon holds sales proceeds in its own, or its affiliates’ own, accounts and may invest these proceeds.

Fulfillment by Amazon

57. Section F-4 of the Agreement contains Amazon’s covenants to provide storage services for participants desiring to sell products using the FBA service. Participants in the FBA service are subject to the conditions and requirements laid out in Paragraphs 32 through 56, above.
58. According to Section F-4 of the Agreement, Amazon is not required to segregate product units based on the third-party seller and may commingle product units.
59. Section F-5 of the Agreement contains Amazon’s covenants as part of the FBA service to ship products from Amazon’s warehouses to customers.

III. BASIS FOR THE ORDER

60. Since December 1, 2019, EPA has been collecting and reviewing a substantial amount of publicly available information concerning products being distributed or sold on Amazon.com in violation of FIFRA and has discovered multiple offers for sale of pesticides and devices on Amazon.com. EPA's review of the information gathered formed the basis of the factual allegations set forth herein and EPA's reason to believe Amazon has distributed or sold and intends to continue distributing or selling unregistered and misbranded pesticides in violation of FIFRA.
61. On multiple occasions between at least December 1, 2019, and the present, pesticides and devices identified in Attachment A to this Order were advertised and offered for sale on Amazon.com. Amazon's actions discussed in section II, above, constitute distributions or sales of the pesticides and devices listed on Amazon.com as the phrase "to distribute or sell" is defined in Section 2(gg) of FIFRA, 7 U.S.C. § 136(gg) and 40 C.F.R. § 152.3, and interpreted in 40 C.F.R. § 168.22.
62. Therefore, on multiple occasions between at least December 1, 2019, and the present Amazon distributed or sold the pesticides and devices listed in Attachment A.
63. The products listed in Attachment A are either pesticides as that term is defined in Section 2(u) of FIFRA, 7 U.S.C. § 136(u), which must be registered under Section 3 of FIFRA or devices as that term is defined in Section 2(h) of FIFRA, 7 U.S.C. § 136(h), which are subject to the requirements laid out in 40 C.F.R. § 152.500. Attachment A lists the labeling statements for each pesticide or device that indicate the pesticides or devices are intended for preventing, destroying, repelling, or mitigating any pest. The column titled "Violative Product" of Attachment A includes pesticides or devices subject to this order as the terms "pesticide" and "device" are defined by Section 2 of FIFRA, 7 U.S.C. § 136. The columns titled Example Product Name(s) on Amazon.com, Example Third-Party Seller(s), and Example Amazon.com ASIN's of Attachment A provide a non-exhaustive list of identical or materially similar pesticides or devices, irrespective of variations in the product name, ASIN, or third-party seller as this information appears on Amazon.com.
64. At no time relevant to this Order were the pesticides or devices listed in Attachment A registered with EPA under Section 3 of FIFRA, 7 U.S.C. § 136a.
65. Many of the pesticides or devices listed in Attachment A are misbranded under Section 2(q) of FIFRA. Each misbranded product contains one or more false or misleading statements, which are listed in Attachment A. See Section 2(q)(1)(A) and 2(q)(1)(D) of FIFRA, 7 U.S.C. §§ 136(q)(1)(A) and (D).
66. Therefore, EPA has reason to believe that on multiple occasions between at least December 1, 2019 and the present, Amazon distributed and sold the unregistered and misbranded pesticides and devices listed in Attachment A in violation of Sections 12(a)(1)(A), 12(a)(1)(E) and 12(a)(1)(F) of FIFRA, 7 U.S.C. §§ 136j(a)(1)(A), (E) and (F).

67. EPA also has reason to believe that Amazon intends to further distribute or sell, the unregistered and misbranded pesticides and devices listed in Attachment A.

IV. ORDER

68. Pursuant to the authority of section 13(a) of FIFRA, 7 U.S.C. § 136k(a), EPA hereby orders Amazon to **immediately cease** the sale, use, or removal of the unregistered and misbranded pesticides and devices listed in Attachment A (collectively “Violative Products”) under its ownership, control, or custody, wherever such products are located, except in accordance with the provisions of this Order.
69. This Order extends to all quantities of the Violative Products intended for sale, distribution and/or any stocks returned to Amazon from its sellers, customers, or other end-users. This Order also extends to all versions of the Violative Products irrespective of a change in product name as it appears on Amazon.com, the identity of the third-party seller, or ASIN.
70. The Violative Products shall not be used, sold, offered for sale, held for sale, shipped, delivered for shipment, received, or having so received, shall not be delivered, or offered for delivery.
71. Amazon may move or remove any Violative Products from any facility or establishment ONLY after obtaining prior written approval from EPA, in accordance with the following:
- (a) Movement or removal requests must be made in writing addressed to Chad Schulze, Enforcement and Compliance Assurance Division, United States Environmental Protection Agency, 1200 Sixth Avenue, Suite 155, Mail Stop 20-C04, Seattle, Washington 98101, or at Schulze.chad@epa.gov;
 - (b) Any request for movement or removal must include a written accounting of the products to be moved, the address of the facility from which the products will be moved from, the address of the destination facility, and a description of the reasons for the movement or removal;
 - (c) If the movement or removal is for the purposes of disposal, Amazon must provide written proof of disposal to EPA and the disposal must comply with all applicable federal, state, and local laws; and
 - (d) Any movement or removal of any Violative Products made without prior written authorization from EPA in accordance with this Paragraph constitutes a violation of this Order and distribution and sale of illegal pesticides in violation of FIFRA.
72. Within 30 days of receipt of this Order, Amazon must submit to EPA a written accounting of the Violative Products subject to this Order. The accounting must be submitted to Chad Schulze, Enforcement and Compliance Assurance Division, United States Environmental Protection Agency, 1200 Sixth Avenue, Suite 155, Mail Stop 20-C04, Seattle, Washington 98101, or at Schulze.chad@epa.gov, and must include an accounting of all existing product inventory, including the locations(s) where the products are held, quantities, and container sizes. Amazon must provide EPA with an updated accounting at least every 30 days until 150 days following receipt of this order or when Amazon no longer has any Violative Products in its ownership, custody or control, whichever occurs earlier.

73. The information requested in Paragraphs 71 and 72 must be provided whether or not Amazon regards part or all of it as a trade secret or confidential business information. Amazon is entitled to assert a claim of business confidentiality covering all or any required information, in the manner described at 40 C.F.R. § 2.203(b) by labeling such information at the time it is submitted to EPA as “trade secret” or “proprietary” or “company confidential” or other suitable notice. Information subject to a claim of business confidentiality will be disclosed by EPA to the public only in accordance with the procedures set forth at 40 C.F.R. Part 2, Subpart B. Unless Amazon makes a claim at the time that it submits the information in the manner described in 40 C.F.R. § 2.203(b), EPA may make this information available to the public without further notice to Amazon.
74. Amazon may seek federal judicial review of this Order pursuant to Section 16 of FIFRA, 7 U.S.C. § 136n. The issuance of this Order shall not constitute a waiver by EPA of its remedies, either judicial or administrative, under FIFRA or any other federal environmental law to address this matter or any other matters or unlawful acts not specified in this Order.
75. This Order shall be effective immediately upon receipt by Amazon or any agents of Amazon.
76. This Order shall remain in effect unless and until revoked, terminated, suspended, or modified in writing by EPA.
77. If any provision or provisions of this Order is/are subsequently held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby and they shall remain in full force and effect.
78. EPA may amend this Order and Attachment A at any time to include additional pesticides or devices that EPA has a reason to believe Amazon is distributing or selling, or intends to distribute or sell, in violation of FIFRA.

V. OTHER MATTERS

79. For any additional information about this Order, please contact Chad Schulze, Pesticide Enforcement Coordinator, at 206-553-0505. For any legal matters concerning this Order, including questions from legal counsel, please contact Brett Dugan, Assistant Regional Counsel, at 206-553-8562.

Date

Lauris C. Davies, Acting Director
Enforcement and Compliance Assurance Division