PARTIAL SETTLEMENT AGREEMENT

WHEREAS, Congress passed the Food Quality Protection Act ("FQPA") in 1996, which amended the Federal Food, Drug, and Cosmetic Act ("FFDCA");

WHEREAS, FFDCA section 408(p)(1), 21 U.S.C. § 346a(p)(1), requires the United States Environmental Protection Agency ("EPA") to develop an estrogenic substances screening program "to determine whether certain substances may have an effect in humans that is similar to an effect produced by a naturally occurring estrogen, or such other endocrine effect as the EPA Administrator may designate;"

WHEREAS, FFDCA Section 408(p)(2), 21 U.S.C. § 346a(p)(2), requires EPA to implement the estrogenic substances screening program;

WHEREAS, FFDCA section 408(p)(3)(a), 21 U.S.C. § 346a(p)(3)(a), requires EPA to "provide for the testing of all pesticide chemicals" in carrying out the program;

WHEREAS, under section 408(p)(6) of the FFDCA, 21 U.S.C. § 346a(p)(6), if a substance is found "to have an endocrine effect on humans, [EPA] shall, as appropriate, take action under such statutory authority as is available to [EPA], including consideration under other sections of this chapter, as is necessary to ensure the protection of public health;"

WHEREAS, in 1998, EPA developed and began administering the Endocrine Disruptor Screening Program ("EDSP");

WHEREAS, under the EDSP, EPA uses a two-tiered testing approach for evaluating pesticide chemicals (and other substances) for their possible effects on the estrogen, androgen, and thyroid pathways;

WHEREAS, evaluating pesticide chemicals (and other substances) for their possible effects on androgen and thyroid pathways is not required under the FFDCA, but EPA exercises its discretion to do so;

WHEREAS, on December 20, 2022, Alianza Nacional de Campesinas, Pesticide Action Network North America, Rural Coalition, Center for Environmental Health, Organización en California de Líderes Campesinas, and Center for Food Safety ("Plaintiffs") filed a complaint in the U.S. District Court for the Northern District of California against EPA and Michael S. Regan in his official capacity as EPA Administrator for declaratory and injunctive relief, captioned *Alianza Nacional de Campesinas, et al. v. United States Environmental Protection Agency, et al.*, Case No. 4:23-cv-09030-JST;

WHEREAS, CropLife America intervened in the case;

WHEREAS, Plaintiffs allege that EPA violated section 408(p) of the FFDCA, 21 U.S.C. § 346a(p), with respect to actions or omissions concerning EPA's implementation of the EDSP, including the testing of pesticide chemicals for androgen and thyroid effects, and that such alleged violation is actionable under the Administrative Procedure Act, 5 U.S.C. § 702;

WHEREAS, on October 27, 2023, EPA published a notice in the *Federal Register*, 88 Fed. Reg. 73841 (Oct. 27, 2023), setting forth the agency's near-term strategies for implementing the EDSP;

WHEREAS, on June 18, 2024, EPA submitted to the Office of Management and Budget for clearance Federal Insecticide, Fungicide, and Rodenticide Act ("FIFRA") data call-ins for the conventional pesticide active ingredients identified as Group 1 in the Near-Term Strategies Document, 88 Fed. Reg. 73841 (Oct. 27, 2023);

WHEREAS, on August 30, 2024, EPA issued a document regarding the 86 "non-grouped" conventional pesticide active ingredients identified in Table 1 of the "List of Conventional Registration Review Chemicals for Which an FFDCA Section 408(p)(6) Determination is Needed." The document confirmed for each of the 86 non-grouped conventional pesticide active ingredients whether endocrine-related measures are available in specific studies using current guidelines and whether the data from those studies satisfies FFDCA section 408(p) data needs for assessing the potential for adverse effects to the estrogen, androgen, and/or thyroid pathways in humans. If EPA determined that a study was not performed under current guidelines and additional assessment is needed to determine if the study provides sufficient data to satisfy FFDCA section 408(p) data needs, then EPA moved the conventional pesticide active ingredient to another group that is more applicable.

WHEREAS, subject to the terms set forth herein, Plaintiffs and EPA ("Settling Parties") wish to resolve by settlement of the case, without any admission of any fact or issue of law;

WHEREAS, Plaintiffs and EPA, by entering this Partial Settlement Agreement ("Agreement"), do not waive or limit any claim, remedy, or defense, on any grounds, related to any final EPA action;

WHEREAS, it is in the interest of the public, Plaintiffs, EPA, and judicial economy to resolve this matter without protracted litigation;

WHEREAS, the Settling Parties are not asking the Court to retain jurisdiction to enforce the terms of this Partial Settlement Agreement or enter this Agreement as a judicial order;

WHEREAS, this Partial Settlement Agreement constitutes a complete and final settlement (i.e., is in full satisfaction) of Plaintiffs' claims in this case concerning certain actions that EPA undertakes in implementing and carrying out the EDSP, as specifically defined below as the "Covered Matter," and all claims Plaintiffs could have asserted with respect to the allegations in this case regarding the "Covered Matter;"

WHEREAS, the Settling Parties are concurrently entering a partial consent decree resolving Plaintiffs' claims in this case as to EPA's nondiscretionary duties; and

NOW, THEREFORE, the Settling Parties agree as follows:

I. GENERAL TERMS

1. This Agreement applies to, is binding upon, and inures to the benefit of the Settling Parties, their successors, assigns, and designees.

II. DEFINITIONS

2. Except as expressly set forth herein, whenever the terms listed below are used in this Agreement, the following definitions shall apply:

"Agreement" means this Partial Settlement Agreement.

"Consent Decree" means the Partial Consent Decree being entered into by the Settling Parties concurrently with this Agreement.

"Covered Matter" means EPA's evaluation of pesticide chemicals (and other substances) for their possible effects on androgen and thyroid pathways under the EDSP.

"DCI" means data call-in as defined by 40 C.F.R. § 155.48.

"FFDCA" means the Federal Food, Drug, and Cosmetic Act, 21 U.S.C. §§ 301–399i.

"FIFRA" means the Federal Insecticide, Fungicide, and Rodenticide Act, 7 U.S.C. §§ 136–136y.

"FQPA" means the Food Quality Protection Act of 1996, P.L. 104-170, 110 Stat. 1533 (1996) (codified as amended in scattered sections of 21 U.S.C. § 301 et seq.).

"Near-Term Strategies Document" means the notice published in the *Federal Register* at 88 Fed. Reg. 73841 (Oct. 27, 2023).

"OMB" means the United States Office of Management and Budget.

"SAP" means EPA's Scientific Advisory Panel.

"Section 408(p)(6) List" means the "List of Conventional Registration Review Chemicals for Which an FFDCA Section 408(p)(6) Determination is Needed," attached as Reference 2 to the Near-Term Strategies Document, 88 Fed. Reg. at 73842, Ref. 2.

"Settling Parties" means Plaintiffs and EPA.

III. EPA'S COMMITMENTS

3. "Non-grouped" Conventional Pesticide Active Ingredients: For the 86 "non-grouped" conventional pesticide active ingredients identified in Table 1 of the Section 408(p)(6) List:

a) In the relevant FIFRA registration review documents for each conventional pesticide active ingredient case, EPA will confirm whether endocrine-related measures for each pesticide active ingredient are available in a 2-generation reproductive toxicity study using the current guideline or in an extended one-generation reproductive toxicity study using the guideline produced by the Organization for Economic Cooperation and Development (TG443), as discussed in the Near-Term Strategies Document and supporting materials. In addition, if EPA confirms the relevant study was performed under current guidelines, EPA will explicitly confirm that the data from the relevant study satisfy Federal Food, Drug, and Cosmetic Act ("FFDCA") section 408(p) data needs for assessing the conventional pesticide active ingredient's potential for adverse effects to the estrogen, androgen, and/or thyroid pathways in humans. If EPA instead determines that the relevant study is not performed under current guidelines, EPA will move the conventional pesticide active ingredient to Group 1, 2, or 3, whichever is most applicable. These statements will be available for public comment during the FIFRA registration review process.

4. Group 1 Conventional Pesticide Active Ingredients: For conventional pesticide active ingredients identified in Table 2 of the 408(p)(6) List:

a) By September 30, 2024, EPA will use its best efforts to issue the Group 1 FIFRA DCIs that have been cleared by OMB. EPA will notify Plaintiffs if there is a delay in the schedule.

b) If a registrant fails to timely respond to any deadline specified in such FIFRA DCI, where appropriate, EPA will use its best efforts to initiate the steps for

suspending the relevant registration(s) under its authorities before issuing a final registration review decision. If EPA receives a petition from Plaintiffs to suspend a registration for which there has been no response to an outstanding FIFRA DCI for a Group 1 conventional pesticide active ingredient, EPA will use its best efforts to respond to such petition within 180 days of receiving the petition.

5. Group 2 and 3 Conventional Pesticide Active Ingredients: For conventional pesticide active ingredients identified in Tables 3 and 4 of the Section 408(p)(6) List:

a) For a period of five years from the effective date of the Agreement, during the scheduled registration review process, EPA will confirm that each Group 2 and 3 pesticide active ingredient is appropriately classified (e.g., there are no ToxCast Pathway Model scores for Group 2 conventional pesticide active ingredients and that the ToxCast Pathway Model scores for Group 3 conventional pesticide active ingredients do not show bioactivity that may provide evidence for a potential effect on estrogen, androgen, or both).

b) For a period of five years from the effective date of the Agreement, during the scheduled registration review process, EPA will re-evaluate the body of data available on each active ingredient, including endocrine-related data. EPA will explicitly address whether there are FFDCA section 408(p) data needs for assessing the conventional pesticide active ingredient's potential for adverse effects to the estrogen, androgen, and/or thyroid pathways in humans and whether EPA will issue a FIFRA DCI.

i. EPA has started this re-evaluation and is already identifying which, if any, data are needed for that purpose in preparation for issuance of registration review Preliminary Work Plans, Continuing Work Plans, and Final and Updated Final Work Plans that are scheduled for release in Fiscal Year 2024.

ii. EPA may further prioritize activities for these conventional pesticide active ingredients as described in the Near-Term Strategies Document. For example, EPA may use comments, data, and explanations submitted, as well as the tools for prioritization described in its January 2023 EDSP New Approach Methodologies white paper (88 Fed. Reg. 3406 (Jan. 19,

2023)) and Near-Term Strategies Document, to prioritize its re-evaluation and determine which conventional pesticide active ingredients in Groups 2 and 3 will receive FIFRA DCIs first.

iii. Within 30 days of the effective date of the Agreement, Plaintiffs may provide to EPA a list of ten priority conventional pesticide active ingredients in Groups 2 or 3 ("Plaintiffs' Priority List"). EPA will use its best efforts to prioritize its assessment of whether there are FFDCA section 408(p) data needs for the ten conventional pesticide active ingredients identified in Plaintiffs' Priority List. If EPA is unable to prioritize its reevaluation of one or more conventional pesticide active ingredients on Plaintiffs' Priority List, EPA shall explain this decision to Plaintiffs in writing within 90 days of receipt of Plaintiffs' Priority List.

iv. By July 2025, EPA will use its best efforts to begin issuing needed FIFRA DCIs for Group 2 or 3 conventional pesticide active ingredients during the scheduled registration review process. EPA intends to start assessing the need for any FIFRA DCIs for Group 2 or 3 conventional pesticide active ingredients during the scheduled registration review process.

6. Status Updates: For all conventional pesticide active ingredients identified in the Section 408(p)(6) List:

a) For a period of five years from the effective date of the Agreement, in the appropriate registration review documents, EPA will include the status of any FIFRA DCI notices issued to confirm the sufficiency of data to support EPA's assessment of such conventional pesticide active ingredient's potential for adverse effects to the estrogen, androgen, and/or thyroid pathways in humans and to inform FFDCA section 408(p) data decisions.

b) In any proposed final registration review decision document for these conventional pesticide active ingredients issued within the five-year period from the effective date of the Agreement, as an initial approach, EPA will include an appendix on FFDCA section 408(p). The appendix will include clear statements confirming that EPA has sufficient data to assess the conventional pesticide active ingredient's potential for adverse effects to the estrogen, androgen, and thyroid

pathways in humans. The appendix will also identify which one of the following three scenarios applies, to complete EPA's FFDCA section 408(p)(6)-related commitments and obligations "to ensure the protection of public health."

i. The three scenarios are set forth in the Near-Term Strategy Document as follows. One, EPA may determine that the most sensitive endpoint for the pesticide human health risk assessment identified is not an endocrine endpoint and is "protective of endocrine effects at higher doses, if any are present." 88 Fed. Reg. at 73845. Two, EPA may find that the pesticide is exempt from FFDCA section 408(p)(6) requirements because the pesticide "is anticipated not to produce any effect in humans similar to an effect produced by naturally occurring estrogen." *Id.* Or three, EPA may determine that an endocrine-related effect is the most sensitive endpoint for the pesticide, in which case EPA will explain how it is regulating to protect against that effect under its FIFRA authorities. *Id.* at 73846.

c) EPA has recently initiated quarterly notifications to some stakeholders, with a summary of registration review actions in tangent with publishing a notification of such actions in the *Federal Register*. EPA will add Plaintiffs to the list of entities being notified. In addition, if EPA determines in a proposed final registration review decision that a potential endocrine-related effect is the most sensitive endpoint for the pesticide, EPA will include such information in that summary notification for a period of five years from the effective date of the Agreement.

7. <u>New Conventional Pesticide Active Ingredient Applications for FIFRA Registration</u>: For a period of five years from the effective date of the Agreement, for each new conventional pesticide active ingredient application received, EPA will either require such application to be supported by appropriate data sufficient for assessing potential impact on estrogen, androgen, and thyroid pathways, such as an acceptable 2-generation reproductive toxicity study performed under the current guideline, an acceptable extended one-generation reproductive toxicity study performed using the guideline produced by the Organization for Economic Cooperation and Development (TG443), or other scientifically relevant information or will issue an order exempting the conventional pesticide active ingredient from FFDCA section

408(p) testing because the new active ingredient is "anticipated not to produce any effect in humans similar to an effect produced by a naturally occurring estrogen." After the effective date of the settlement agreement, in its registration-related decision memoranda for each new conventional pesticide active ingredient, EPA will include statements confirming that it has sufficient data for assessing the new conventional pesticide active ingredient's potential for adverse effects to the estrogen, androgen, and thyroid pathways in humans or will publish the exemption order. EPA will also identify which one of the three scenarios from Paragraph 6(b)(i) applies to complete its FFDCA section 408(p)(6)-related commitments and obligations "to ensure the protection of public health." These statements will be available for public comment prior to granting the registration application for each new conventional pesticide active ingredient.

8. EDSP Website and Reporting: EPA will take the following actions for each of the action items noted in Paragraphs 3 through 5 above:

a) By September 30, 2024, for the 86 "non-grouped" conventional pesticide active ingredients addressed in Paragraph 3, EPA will post a link to the document addressed in Paragraph 3(a) on the EDSP website.

b) By September 30, 2024, EPA will create and publish a table to the EDSP website for Group 1 conventional pesticide active ingredients addressed in Paragraph 4. The table will report the date(s) of FIFRA DCI issuance, the status of registrant responses to such DCIs, and the overall status, for example, if EPA has issued a FFDCA section 408(p)(6)-related conclusion. For each chemical, EPA will include a link to the docket where relevant documents can be accessed by Plaintiffs and other members of the public. For a period of five years from the effective date of the Agreement, EPA will use best efforts to update this table quarterly.

c) Within one year after the effective date of the Agreement, EPA will create and publish a table to the EDSP website for Group 2 and 3 conventional pesticide active ingredients addressed in Paragraph 5. The table will report the date(s) of issuance of any FIFRA DCIs, the status of registrant responses to such DCIs, and related milestones similar to those reported for Group 1 pesticide active ingredients. For each chemical, EPA will include a link to the docket where

relevant documents can be accessed by Plaintiffs and other members of the public. For a period of five years from the effective date of this Agreement, EPA will use best efforts to update this table quarterly.

d) From the effective date of the Agreement through September 27, 2025, EPA will notify Plaintiffs when the website has been updated regarding the items in this Paragraph 8.

e) EPA intends these website updates to be the primary means by which EPA communicates updates to Plaintiffs and the public. However, for a period of five years from the effective date of the Agreement, EPA will host regular meetings no less than annually, with Plaintiffs and other interested stakeholders, to discuss matters raised by Plaintiffs and other stakeholders relating to EPA's implementation of FFDCA section 408(p). Matters for discussion must be provided to EPA at least ten business days prior to the scheduled meeting.

9. FIFRA Science Advisory Panel on Thyroid: By December 31, 2025, EPA will provide to the SAP all documentation needed to convene a SAP to obtain external peer review on potential revisions to the thyroid framework and potentially alter EPA's approach for assessing for thyroid effects. EPA will notify Plaintiffs if that schedule is delayed. There will be existing comment opportunities during the established SAP process, and Plaintiffs may comment during that process as appropriate. Specifically, EPA publishes in the *Federal Register* information on how the public can attend SAP meetings and provide written and oral comments for the SAP's consideration. The SAP's report will be made publicly available.

IV. AGENCY DISCRETION

10. Nothing in this Agreement shall be construed to limit or modify any discretion accorded to EPA by the FFDCA or by general principles of administrative law in taking the actions which are the subject of this Agreement, including the discretion to alter, amend, or revise any final actions taken pursuant to this Agreement. EPA's obligation to perform each action specified in this Agreement does not constitute a limitation or modification of EPA's discretion within the meaning of this Paragraph.

V. REMEDY FOR BREACH

11. If EPA violates any term in the Agreement, Plaintiffs' sole remedy shall be to resume the lawsuit as to the Covered Matter. Plaintiffs cannot and shall not seek to compel specific performance of this Agreement by way of judicial order.

VI. ADMISSIBILITY

12. After the effective date, the provisions, terms, and conditions of this Agreement shall not be admissible in any judicial or administrative proceeding, except at the request of EPA in defense of a claim, cause of action, suit, or demand pursuant to Paragraph 11. Should Plaintiffs or EPA introduce any provision, term or condition of this Agreement consistent with subsections (1) or (2), the entire agreement will be deemed admissible in the judicial or administrative proceeding.

VII. DISPUTE RESOLUTION

13. The Settling Parties agree that efforts shall be made to resolve any future dispute arising out of this Agreement in accordance with the procedures specified below. The Settling Parties agree not to assert (by way of commencement or refiling of any action or in any other fashion) any and all claims, cause of action, suits, or demands of any kind in law or in equity arising from a dispute regarding any activities within the scope of the Agreement unless the Settling Parties are unable to resolve informally that dispute in accordance with the procedures specified below.

i. Notice of Delay: If EPA anticipates failing to meet a deadline in this Agreement, EPA shall provide written notice to the Plaintiffs as soon as practicable before the deadline arises. Within 30 days of receipt of the written notice, the Settling Parties shall meet and confer to discuss when the commitment can be expected to be fulfilled following the delay and whether deadlines should be modified to avoid a breach.

ii. Negotiation: In the event of a disagreement between the Settling Parties concerning the interpretation or performance of an aspect of this Agreement, the dissatisfied party shall provide the other party with written notice of the disagreement and a request for informal negotiations. The Settling Parties shall then meet and confer in a good faith effort to attempt to resolve the dispute, including, but not limited to, any person or their designates successor as provided

in paragraph X, within 30 days of receipt of the written notice or such time thereafter as is mutually agreed.

iii. Confidentiality of Negotiations: All informal negotiations and related communications and proceedings conducted pursuant to paragraph X shall be treated as compromise and settlement negotiations for the purposes of applicable rules of evidence and any additional confidentially protections provided by applicable law.

iv. Reservation of Rights: If the Settling Parties are unable to resolve the disagreement within the 30 days provided in Paragraph 14(ii), absent agreement to extend the dispute resolution period, the Settling Parties reserve all rights and defenses, including resuming the lawsuit as provided in Paragraph 11.

VIII. FORCE MAJEURE

14. The possibility exists that circumstances outside the reasonable control of EPA could delay compliance with the provisions of this Agreement. Such circumstances include, but are not limited to, the unavailability of appropriated funds for expenditure, government shutdown, and other significant, unforeseen events that require an immediate and/or time consuming response by EPA. By "significant, unforeseen events," the Settling Parties mean events outside of EPA's control and that are not anticipated in, or part of, EPA's existing obligations, operations, and activities. Should a delay occur due to such circumstances, EPA will act in good faith and will exert all reasonable efforts to expeditiously attain compliance with this Agreement. EPA will also provide Plaintiffs with reasonable notice within 20 days of becoming aware of such a delay, and will specifically provide in writing the cause of the delay and the actions EPA will take to resolve the delay. Any dispute regarding invocation of this provision shall be resolved in accordance with the Dispute Resolution provisions of Paragraph 13.

IX. PUBLIC NOTICE AND COMMENT

15. The Settling Parties agree and acknowledge that before this proposed Agreement can be finalized, EPA shall provide notice of the proposed Agreement in the *Federal Register* and an opportunity for public comment. After this proposed Agreement has undergone notice and comment, the EPA Administrator and/or the Attorney General, as appropriate, shall promptly consider any written comments in determining whether to withdraw or withhold their

consent to the proposed Agreement. If the EPA Administrator and/or the Attorney General do not elect to withdraw or withhold consent, EPA shall promptly execute the final Agreement.

X. NOTICE

16. Any notice required or made with respect to this Agreement shall be in writing and shall be effective upon receipt. Any notice or other documents required pursuant to this Agreement shall be sent via email to the following contact persons:

For Plaintiffs:

Sylvia Wu, Co-Executive Director
Center for Food Safety
300 California Street, Suite 12-013
San Francisco, CA 94108
Phone: (415) 826-2770
swu@centerforfoodsafety.org

Mily Treviño Sauceda, Executive Director
Alianza Nacional de Campesinas, Inc.
mily@campensinasunite.org

Suguet, Lopez, Executive Director
Organización en California de Líderes Campesinas
slopez@liderescampesinas.org

Lorette Picciano, Executive Director
Rural Coalition
lpicciano@ruralco.org

Allison Davis, Executive Director
Pesticide Action Network North America
allison@panna.org

Thomas Fox, Senior Legislative Counsel
Center for Environmental Health
tom@ceh.org

For EPA:

Chief, Environmental Defense Section
U.S. Department of Justice
Environment & Natural Resources Division
P.O. Box 7611
Washington, D.C. 20044
Phone: (202) 514-2219
Fax: (202) 514-8865

Lucy Brown
U.S. Department of Justice/ENRD
Environmental Defense Section
P.O. Box 7611
Washington, D.C. 20004-7611
Phone: (202) 598-1868
lucy.e.brown@usdoj.gov

Amber Aranda
U.S. Environmental Protection Agency
1200 Pennsylvania Ave., N.W.
Washington, D.C. 20460
WJCN 7507, Mail Code 2333A
Phone: (202) 564-1737
aranda.amber@epa.gov

Upon written notice to the other Parties, any party may designate a successor contact person for any matter relating to this Agreement.

XI. MODIFICATION

17. Any term set forth in this Settlement Agreement may be modified by written agreement of the Settling Parties.

XII. TERMINATION

18. Within 7 days of termination of the Consent Decree, Plaintiffs shall move to voluntarily dismiss the case with prejudice.

XIII. COVENANT NOT TO SUE

19. For a period of five years from the entry of the order dismissing the case, Plaintiffs will not file suit against EPA for any alleged violations of the FQPA and/or FFDCA due to a Covered Matter.

XIV. CONSISTENCY WITH ANTI-DEFICIENCY ACT

20. Any obligations of EPA to expend funds under this Agreement are subject to the availability of appropriations in accordance with the Anti-Deficiency Act, 31 U.S.C. § 1341.

This Agreement shall not be construed to require EPA to obligate or pay funds in contravention of the Anti-Deficiency Act, 31 U.S.C. § 1341.

XV. NO ADMISSION OF LIABILITY

21. Except as expressly set forth herein, nothing in this Agreement shall be construed as an admission of any issue of fact or law now as a waiver or limitation regarding any claim or defense, on any grounds, related to any of the allegations in this case.

XVI. APPLICABLE LAW

22. This Agreement shall be governed and construed under the laws of the United States.

XVII. INTEGRATION

23. This is the entire Agreement between the Settling Parties. All prior conversations, meetings, discussions, drafts, and writings of any kind are superseded by this Agreement and may not be used by the Settling Parties to vary or content the terms of this Agreement or as evidence of the Settling Parties' intent to enter this Agreement.

XVIII. THIRD-PARTY BENEFICIARIES

24. Nothing in this Agreement shall bind, obligate, or otherwise create any rights or duties applicable to or enforceable by, or impose any conditions or limitations upon, any person or entity that has not signed the Agreement, nor shall the Agreement be construed to make any such persons or entity a third-party beneficiary of the Agreement.

XIX. EFFECTIVE DATE

25. The effective date of this Agreement will be the date on which it has been executed by counsel for Plaintiffs and EPA. The Agreement may be executed in multiple original counterparts, each of which shall be deemed to constitute one Agreement. The execution of one counterpart by any of the Plaintiffs and EPA shall have the same force and effect as if that party had signed the other counterpart.

XX. AUTHORIZATION

26. The undersigned representatives of the Settling Parties certify that they are fully authorized by the party they represent to enter into and execute the terms and conditions of the Agreement.

WHEREFORE, after having reviewed the terms and conditions of this Agreement, Plaintiffs and the United States on behalf of EPA hereby consent and agree to the terms and conditions of this Agreement.

SO AGREED:

ALIANZA NACIONAL DE CAMPESINAS

_____ DATED: _____
Mily Treviño Sauceda, Executive Director

RURAL COALITION

_____ DATED: _____
Lorette Picciano, Executive Director

ORGANIZACIÓN EN CALIFORNIA DE LÍDERES CAMPESINAS

_____ DATED: _____
Suguet Lopez, Executive Director

CENTER FOR FOOD SAFETY

_____ DATED: _____
Sylvia Wu, Co-Executive Director

CENTER FOR ENVIRONMENTAL HEALTH

_____ DATED: _____
Thomas Fox, Senior Legislative Counsel

PESTICIDE ACTION NETWORK NORTH AMERICA

_____ DATED: _____
Allison Davis, Executive Director

APPROVED AS TO FORM AND LEGALITY

_____ DATED: _____

Sylvia Shih-Yau Wu
Attorney
Center for Food Safety

UNITED STATES ENVIRONMENTAL PROTECTION AGENCY and ADMINISTRATOR MICHAEL S. REGAN

_____ DATED: _____

Amber Aranda
Office of General Counsel
Pesticide and Toxics Law Office

APPROVED AS TO FORM AND LEGALITY

_____ DATED: _____

Lucy E. Brown
Attorney
Environmental Defense Section
Environment & Natural Resources Division
United States Department of Justice