

**UNITED STATES ENVIRONMENTAL PROTECTION AGENCY  
REGION III  
Philadelphia, Pennsylvania 19103**

<b>In the Matter of:</b>	:
	:
<b>Ramshield, LLC</b>	: <b>U.S. EPA Docket No. FIFRA-03-2023-0047</b>
<b>500 Anthony's Drive</b>	:
<b>Exton, PA 19341</b>	: <b>Proceeding under Section 14(a) of the Federal</b>
	: <b>Insecticide, Fungicide and Rodenticide Act, 7</b>
<b>Respondent.</b>	: <b>U.S.C. § 136l(a)</b>
	:

**CONSENT AGREEMENT**

**PRELIMINARY STATEMENT**

1. This Consent Agreement is entered into by the Director of the Enforcement Compliance and Assurance Division, U.S. Environmental Protection Agency, Region III ("Complainant") and Ramshield, LLC ("Respondent") (collectively the "Parties"), pursuant to Section 14(a) of the Federal Insecticide, Fungicide and Rodenticide Act, 7 U.S.C. § 136l(a), and the Consolidated Rules of Practice Governing the Administrative Assessment of Civil Penalties and the Revocation, Termination or Suspension of Permits ("Consolidated Rules of Practice"), 40 C.F.R. Part 22. The Federal Insecticide, Fungicide and Rodenticide Act ("FIFRA" or the "Act") authorizes the Administrator of the U.S. Environmental Protection Agency to assess penalties and undertake other actions required by this Consent Agreement. The Administrator has delegated this authority to the Regional Administrator who, in turn, has delegated the authority to enter into agreements concerning administrative penalties to the Complainant. This Consent Agreement and the attached Final Order (hereinafter jointly referred to as the "Consent Agreement and Final Order") resolve Complainant's civil penalty claims against Respondent under the Act for the violations alleged herein.
  
2. In accordance with 40 C.F.R. §§ 22.13(b) and 22.18(b)(2) and (3) of the Consolidated Rules of Practice, Complainant hereby simultaneously commences and resolves this administrative proceeding.

**JURISDICTION**

3. The U.S. Environmental Protection Agency ("EPA") has jurisdiction over the above-captioned matter, as described in Paragraph 1, above.
  
4. The Consolidated Rules of Practice govern this administrative adjudicatory proceeding pursuant to 40 C.F.R. § 22.1(a)(1).

**GENERAL PROVISIONS**

5. For purposes of this proceeding only, Respondent admits the jurisdictional allegations set forth in this Consent Agreement and Final Order.
6. Except as provided in Paragraph 5, above, Respondent neither admits nor denies the specific factual allegations set forth in this Consent Agreement.
7. Respondent agrees not to contest the jurisdiction of EPA with respect to the execution of this Consent Agreement, the issuance of the attached Final Order, or the enforcement of this Consent Agreement and Final Order.
8. For purposes of this proceeding only, Respondent hereby expressly waives its right to contest the allegations set forth in this Consent Agreement and Final Order and waives its right to appeal the accompanying Final Order.
9. Respondent consents to the assessment of the civil penalty stated herein, to the issuance of any specified compliance order herein, and to any conditions specified herein.
10. The Parties shall bear their own costs and attorney's fees in connection with this proceeding, except where expressly provided otherwise herein.

**FINDINGS OF FACT AND CONCLUSIONS OF LAW**

11. In accordance with 40 C.F.R. §§ 22.13(b) and 22.18(b)(2) and (3) of the Consolidated Rules of Practice, Complainant alleges and adopts the Findings of Fact and Conclusions of Law set forth immediately below.
12. At all times relevant to the violations alleged herein, Respondent was and is a limited liability company with its principal place of business located at 500 Anthonys Drive, Exton, PA 19341.
13. 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."
14. Respondent is a "person" as that term is defined in Section 2(s) of FIFRA, 7 U.S.C. § 136(s), and is subject to the assessment of civil penalties for the violations alleged herein.
15. 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."
16. 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)].”
17. Section 2(mm) of FIFRA, 7 U.S.C. § 136(mm), defines an “antimicrobial pesticide” as “(i) a pesticide that is intended to disinfect, sanitize, reduce, or mitigate growth or development of microbiological organisms; or (ii) protect inanimate objects, industrial processes or systems, surfaces, water, or other chemical substances from contamination, fouling, or deterioration caused by bacteria, viruses, fungi, protozoa, algae, or slime.”
  18. 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.” *See also* 40 C.F.R. § 152.3.
  19. 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;” and 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 ....”
  20. Respondent sells protective healthcare products online at its website [www.ramshieldinc.com](http://www.ramshieldinc.com) (hereinafter referred to as the “Ramshield Website”).
  21. On April 8, 2021, EPA became aware of Respondent offering for sale its AVF Shield and Cartridge System with alleged pesticidal claims on the Ramshield Website.
  22. On April 8, 2021, EPA became aware of Respondent offering for sale its 75% Alcohol Disinfecting Wipes with alleged pesticidal claims on the Ramshield Website.
  23. On April 8, 2021, EPA became aware of Respondent offering for sale its MB-10 product with alleged false and misleading safety claims on the Ramshield Website.
  24. On October 5, 2021, EPA issued an Advisory Letter to Respondent alerting the Respondent to potential violations under FIFRA including the alleged distribution and/or sale of unregistered pesticides and misbranded pesticides.
  25. On March 2, 2022, EPA issued Respondent a Notice of Potential Violation and Opportunity to Confer (“NOPVOC”).

**Count I**  
**Distribution or Sale of Unregistered Pesticides**  
**AVF Shield and Cartridge System**

26. The information and allegations in the preceding paragraphs of this Consent Agreement are incorporated herein by reference.

27. Section 3(a) of FIFRA states, “[e]xcept as provided by this subchapter, no person in any State may distribute or sell to any person any pesticide that is not registered under this subchapter. . .” 7 U.S.C. § 136a(a).
28. Section 12(a)(1)(A) of FIFRA, 7 U.S.C. § 136j(a)(1)(A), provides that it is unlawful for any person in any State to distribute or sell to any person any pesticide that is not registered under Section 3.
29. Pursuant to 40 C.F.R. § 152.15 (Pesticide Products Required to be Registered), “[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): (1) That the substance (either by itself or in combination with any other substance) can or should be used as a pesticide; or (2) the substance consists of or contains an active ingredient and that it can be used to manufacture a pesticide; or (b) The substance consists of or contains one or more active ingredients and has no significant commercially valuable use as distributed or sold other than (1) use for pesticidal purpose (by itself or in combination with any other substance), (2) use for manufacture of a pesticide; or (c) The person who distributes or sells the substance has actual or constructive knowledge that the substance will be used, or is intended to be used, for a pesticidal purpose.”
30. On April 8, 2021, the Ramshield Website contained the following pesticidal claims for its AVF Shield and Cartridge System:
  - a. *“renders all viruses inoperative including Covid-19”*
  - b. *“offers unprecedented cross contamination protection against viruses and other microorganisms”*
  - c. *capable of “rendering viruses inactive when wet”*
  - d. uses chemical substances such as elemental silver and elemental zinc to mitigate a pest.
31. When ordering from Respondent’s website with the pesticidal claims identified in Paragraph 30 above, Respondent’s AVF Shield and Cartridge System is a pesticide that is intended to (i) disinfect, sanitize, reduce, or mitigate growth or development of microbiological organisms; or (ii) protect inanimate objects, industrial processes or systems, surfaces, water, or other chemical substances from contamination, fouling, or deterioration caused by bacteria, viruses, fungi, protozoa, algae, or slime” and is, therefore, an antimicrobial pesticide under Section 2(mm) of FIFRA, 7 U.S.C. § 136(mm).
32. At all times relevant to the violations alleged herein, the AVF Shield and Cartridge System was not registered in accordance with Section 3 of FIFRA, 7 U.S.C. § 136a.
33. Sales records provided by Respondent show that AVF Shield and Cartridge Systems were sold one thousand eight hundred and ninety-one (1,891) times via its website from April 9, 2020 through April 8, 2021.

34. From at least April 9, 2020 through April 8, 2021, Respondent distributed and/or sold, as that term is defined in Section 2(gg) of FIFRA, 7 U.S.C. § 136(gg), the AVF Shield and Cartridge System on the Ramshield Website.
35. From at least April 9, 2020 through April 8, 2021, Respondent violated Section 12(a)(1)(A) of FIFRA, 7 U.S.C. § 136j(a)(1)(A) by distributing, selling, and/or offering for sale the unregistered pesticide known as the AVF Shield and Cartridge System.
36. In failing to comply with Section 12(a)(1)(A) of FIFRA, 7 U.S.C. § 136j(a)(1)(A), Respondent is subject to the assessment of penalties under Section 14(a) of FIFRA, 7 U.S.C. § 136l(a).

**Count II**  
**Distribution or Sale of Unregistered Pesticides**  
**75% Alcohol Wipes**

37. The information and allegations in the preceding paragraphs of this Consent Agreement are incorporated herein by reference.
38. Section 3(a) of FIFRA states, “[e]xcept as provided by this subchapter, no person in any State may distribute or sell to any person any pesticide that is not registered under this subchapter. . .” 7 U.S.C. § 136a(a).
39. Section 12(a)(1)(A) of FIFRA, 7 U.S.C. § 136j(a)(1)(A), provides that it is unlawful for any person in any State to distribute or sell to any person any pesticide that is not registered under Section 3.
40. Pursuant to 40 C.F.R. § 152.15 (Pesticide Products Required to be Registered), “[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): (1) That the substance (either by itself or in combination with any other substance) can or should be used as a pesticide; or (2) the substance consists of or contains an active ingredient and that it can be used to manufacture a pesticide; or (b) The substance consists of or contains one or more active ingredients and has no significant commercially valuable use as distributed or sold other than (1) use for pesticidal purpose (by itself or in combination with any other substance), (2) use for manufacture of a pesticide; or (c) The person who distributes or sells the substance has actual or constructive knowledge that the substance will be used, or is intended to be used, for a pesticidal purpose.”
41. On April 8, 2021, the Ramshield Website contained the following alleged pesticidal claims for its 75% Alcohol Wipes: *“perfect for sanitizing high-traffic areas in homes, businesses, and healthcare center.”*

42. When ordering from Respondent's website with the pesticidal claim identified in Paragraph 41 above, Respondent's 75% Alcohol Wipes are a pesticide that is intended to (i) disinfect, sanitize, reduce, or mitigate growth or development of microbiological organisms; or (ii) protect inanimate objects, industrial processes or systems, surfaces, water, or other chemical substances from contamination, fouling, or deterioration caused by bacteria, viruses, fungi, protozoa, algae, or slime" and is, therefore, an antimicrobial pesticide under Section 2(mm) of FIFRA, 7 U.S.C. § 136(mm).
43. At all times relevant to the violations alleged herein, the 75% Alcohol Wipes were not registered in accordance with Section 3 of FIFRA, 7 U.S.C. § 136a.
44. Sales records provided by Respondent show 75% Alcohol Wipes were sold six (6) times via its website from April 9, 2020 through April 8, 2021.
45. From at least April 9, 2020 through April 8, 2021, Respondent distributed and/or sold, as that term is defined in Section 2(gg) of FIFRA, 7 U.S.C. § 136(gg), the 75% Alcohol Wipes on the Ramshield Website.
46. From at least April 9, 2020 through April 8, 2021, Respondent violated Section 12(a)(1)(A) of FIFRA, 7 U.S.C. § 136j(a)(1)(A) by distributing, selling, and/or offering for sale the unregistered pesticide known as 75% Alcohol Wipes.
47. In failing to comply with Section 12(a)(1)(A) of FIFRA, 7 U.S.C. § 136j(a)(1)(A), Respondent is subject to the assessment of penalties under Section 14(a) of FIFRA, 7 U.S.C. § 136l(a).

**Count III**  
**Distribution or Sale of Misbranded Pesticides**  
**MB-10 (EPA Reg. No. 70060-19-46269)**

48. The information and allegations in the preceding paragraphs of this Consent Agreement are incorporated herein by reference.
49. Under FIFRA Section 12(a)(1)(E), 7 U.S.C. § 136j(a)(1)(E), it is unlawful for any person in any State to distribute or sell to any person "any pesticide which is adulterated or misbranded."
50. The labeling requirements of 40 C.F.R. §156.10(a)(5) require, in relevant and applicable part, that "a pesticide or a device . . . is misbranded if its labeling is false or misleading in any particular including both pesticidal and non-pesticidal claims. Examples of statements or representations in the labeling which constitute misbranding include: . . . (ix) 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."

51. On April 8, 2021, the Ramshield Website contained the following safety claims for its MB-10 product:
  - a. *“safe for skin contact for humans and animals”*
  - b. *“non-toxic”*
  - c. *“won’t hurt the environment”*
52. On April 8, 2021, the MB-10 product label contained the following safety statements:
  - a. *“DANGER. CORROSIVE. Causes irreversible eye damage and skins burns”*
  - b. *“toxic to fish and aquatic organisms”*
53. When ordering from Respondent’s website with the safety claims identified in Paragraph 51 above and comparing those safety claims to the MB-10 product label statements identified in Paragraph 52 above, Respondent’s safety claims are contradictory to the approved MB-10 label and would be misleading in the distribution or sale on its MB-10 product.
54. Sales records provided by Respondent show the MB-10 product was sold one (1) time via its website from April 9, 2020 through April 8, 2021.
55. From at least April 9, 2020 through April 8, 2021, Respondent distributed and/or sold, as that term is defined in Section 2(gg) of FIFRA, 7 U.S.C. § 136(gg), the MB-10 product on the Ramshield Website.
56. From at least April 9, 2020 through April 8, 2021, Respondent violated Section 12(a)(1)(E) of FIFRA, 7 U.S.C. § 136j(a)(1)(E) by distributing, selling, and/or offering for sale the unregistered pesticide known as 75% Alcohol Wipes.
57. In failing to comply with Section 12(a)(1)(E) of FIFRA, 7 U.S.C. § 136j(a)(1)(E), Respondent is subject to the assessment of penalties under Section 14(a) of FIFRA, 7 U.S.C. § 136l(a).

### **CIVIL PENALTY**

58. In settlement of EPA’s claims for civil penalties for the violations alleged in this Consent Agreement, Respondent consents to the assessment of a civil penalty in the amount of Five Thousand Dollars (\$5,000), which Respondent shall be liable to pay in accordance with the terms set forth below.
59. The civil penalty is based upon EPA’s consideration of a number of factors, including the penalty criteria (“statutory factors”) set forth in Section 14(a)(4) of FIFRA, 7 U.S.C. § 136l(a)(4), including, the following: the size of the business of the person charged, the effect of the person’s ability to continue in business, and the gravity of the violation. These factors were applied to the particular facts and circumstances of this case with specific reference to EPA’s *FIFRA Enforcement Response Policy* (December 2009)

which reflects the statutory penalty criteria and factors set forth Section 14(a)(4) of FIFRA, 7 U.S.C. § 136l(a)(4), the appropriate *Adjustment of Civil Monetary Penalties for Inflation*, pursuant to 40 C.F.R. Part 19, and the applicable EPA memoranda addressing EPA's civil penalty policies to account for inflation.

60. The civil penalty is also based upon an analysis of Respondent's ability to pay a civil penalty. This analysis was based upon information submitted to EPA by Respondent.
61. Based upon this analysis EPA has determined that the Respondent is unable to pay a civil penalty in excess of the dollar amount set forth in Paragraph 58, above, in settlement of the above-captioned action.
62. Payment of the civil penalty amount, and any associated interest, administrative fees, and late payment penalties owed, shall be made by either cashier's check, certified check, or electronic wire transfer, in the following manner:
  - a. All payments by Respondent shall include reference to Respondent's name and address, and the Docket Number of this action, *i.e.*, **FIFRA-03-2023-0047**;
  - b. All checks shall be made payable to the "United States Treasury"
  - c. All payments made by check and sent by regular mail shall be addressed and mailed to:

U.S. Environmental Protection Agency  
Cincinnati Finance Center  
P.O. Box 979077  
St. Louis, MO 63197-9000

- d. For additional information concerning other acceptable methods of payment of the civil penalty amount see:

<https://www.epa.gov/financial/makepayment>
- e. A copy of Respondent's check or other documentation of payment of the penalty using the method selected by Respondent for payment shall be sent simultaneously by email to:

T. Chris Minshall  
Senior Assistant Regional Counsel  
[Minshall.Chris@epa.gov](mailto:Minshall.Chris@epa.gov)

and

U.S. EPA Region III Regional Hearing Clerk  
[R3\\_Hearing\\_Clerk@epa.gov](mailto:R3_Hearing_Clerk@epa.gov).



63. Pursuant to 31 U.S.C. § 3717 and 40 C.F.R. § 13.11, EPA is entitled to assess interest and late payment penalties on outstanding debts owed to the United States and a charge to cover the costs of processing and handling a delinquent claim, as more fully described below. Accordingly, Respondent's failure to make timely payment of the penalty as specified herein shall result in the assessment of late payment charges including interest, penalties and/or administrative costs of handling delinquent debts.
64. Payment of the civil penalty is due and payable immediately upon receipt by Respondent of a true and correct copy of the fully executed and filed Consent Agreement and Final Order. Receipt by Respondent or Respondent's legal counsel of such copy of the fully executed Consent Agreement and Final Order, with a date stamp indicating the date on which the Consent Agreement and Final Order was filed with the Regional Hearing Clerk, shall constitute receipt of written initial notice that a debt is owed EPA by Respondent in accordance with 40 C.F.R. § 13.9(a).
65. INTEREST: In accordance with 40 C.F.R. § 13.11(a)(1), interest on the civil penalty assessed in this Consent Agreement and Final Order will begin to accrue on the date Respondent is notified of its debt to the United States as established upon the ratification and filing of the fully executed Consent Agreement and Final Order with the Regional Hearing Clerk. However, EPA will not seek to recover interest on any amount of the civil penalties that is paid within thirty (30) calendar days after the date on which such interest begins to accrue. Interest will be assessed at the rate of the United States Treasury tax and loan rate in accordance with 40 C.F.R. § 13.11(a).
66. ADMINISTRATIVE COSTS: The costs of EPA's administrative handling of overdue debts will be charged and assessed monthly throughout the period a debt is overdue. 40 C.F.R. § 13.11(b). Pursuant to Appendix 2 of EPA's *Resources Management Directives – Case Management*, Chapter 9, EPA will assess a \$15.00 administrative handling charge for administrative costs on unpaid penalties for the first thirty (30) day period after the payment is due and an additional \$15.00 for each subsequent thirty (30) days the penalty remains unpaid.
67. LATE PAYMENT PENALTY: A late payment penalty of six percent per year will be assessed monthly on any portion of the civil penalty that remains delinquent more than ninety (90) calendar days. 40 C.F.R. § 13.11(c). Should assessment of the penalty charge on the debt be required, it shall accrue from the first day payment is delinquent. 31 C.F.R. § 901.9(d).
68. Respondent agrees not to deduct for federal tax purposes the civil penalty assessed in this Consent Agreement and Final Order.
69. The parties consent to service of the Final Order by e-mail at the following valid email addresses: Minshall.Chris@epa.gov (for Complainant) and spartovi@ramshieldinc.com (for Respondent).

### **GENERAL SETTLEMENT CONDITIONS**

70. By signing this Consent Agreement, Respondent acknowledges that this Consent Agreement and Final Order will be available to the public and represents that, to the best of Respondent's knowledge and belief, this Consent Agreement and Final Order does not contain any confidential business information or personally identifiable information from Respondent.
71. Respondent certifies that any information or representation it has supplied or made to EPA concerning this matter was, at the time of submission true, accurate, and complete and that there has been no material change regarding the truthfulness, accuracy or completeness of such information or representation. EPA shall have the right to institute further actions to recover appropriate relief if EPA obtains evidence that any information provided and/or representations made by Respondent to the EPA regarding matters relevant to this Consent Agreement and Final Order, including information about respondent's ability to pay a penalty, are false or, in any material respect, inaccurate. This right shall be in addition to all other rights and causes of action that EPA may have, civil or criminal, under law or equity in such event. Respondent and its officers, directors and agents are aware that the submission of false or misleading information to the United States government may subject a person to separate civil and/or criminal liability.

### **CERTIFICATION OF COMPLIANCE**

72. Respondent certifies to EPA, upon personal investigation and to the best of its knowledge and belief, that it currently is in compliance with regard to the violations alleged in this Consent Agreement.

### **OTHER APPLICABLE LAWS**

73. Nothing in this Consent Agreement and Final Order shall relieve Respondent of its obligation to comply with all applicable federal, state, and local laws and regulations, nor shall it restrict EPA's authority to seek compliance with any applicable laws or regulations, nor shall it be construed to be a ruling on the validity of any federal, state or local permit. This Consent Agreement and Final Order does not constitute a waiver, suspension, or modification of the requirements of the FIFRA, or any regulations promulgated thereunder.

### **RESERVATION OF RIGHTS**

74. This Consent Agreement and Final Order resolves only EPA's claims for civil penalties for the specific violations alleged against Respondent in this Consent Agreement and Final Order. EPA reserves the right to commence action against any person, including Respondent, in response to any condition which EPA determines may present an imminent and substantial endangerment to the public health, public welfare, or the environment. This settlement is subject to all limitations on the scope of resolution and to the reservation of rights set forth in Section 22.18(c) of the Consolidated Rules of

Practice, 40 C.F.R. § 22.18(c). EPA reserves any rights and remedies available to it under FIFRA, the regulations promulgated thereunder and any other federal law or regulation to enforce the terms of this Consent Agreement and Final Order after its effective date.

**EXECUTION /PARTIES BOUND**

75. This Consent Agreement and Final Order shall apply to and be binding upon the EPA, the Respondent and the officers, directors, employees, contractors, successors, agents and assigns of Respondent. By his or her signature below, the person who signs this Consent Agreement on behalf of Respondent is acknowledging that he or she is fully authorized by the Respondent to execute this Consent Agreement and to legally bind Respondent to the terms and conditions of this Consent Agreement and Final Order.

**EFFECTIVE DATE**

76. The effective date of this Consent Agreement and Final Order is the date on which the Final Order, signed by the Regional Administrator of EPA, Region III, or his/her designee, the Regional Judicial Officer, is filed along with the Consent Agreement with the Regional Hearing Clerk pursuant to the Consolidated Rules of Practice.

**ENTIRE AGREEMENT**


77. This Consent Agreement and Final Order constitutes the entire agreement and understanding between the Parties regarding settlement of all claims for civil penalties pertaining to the specific violations alleged herein and there are no representations, warranties, covenants, terms, or conditions agreed upon between the Parties other than those expressed in this Consent Agreement and Final Order.

*In the Matter of: Ramshield, LLC*

*EPA Docket No. FIFRA-03-2023-0047*

For Respondent: Ramshield, LLC

Date: 2/7/23

By:   
Samantha Partovi  
President and Managing Director

For the Complainant:

After reviewing the Consent Agreement and other pertinent matters, I, the undersigned Director of the Enforcement & Compliance Assurance Division of the United States Environmental Protection Agency, Region III, agree to the terms and conditions of this Consent Agreement and recommend that the Regional Administrator, or his/her designee, the Regional Judicial Officer, issue the attached Final Order.

By: \_\_\_\_\_  
[*Digital Signature and Date*]  
Karen Melvin, Director  
Enforcement & Compliance Assurance Division  
U.S. EPA – Region III  
Complainant

Attorney for Complainant:

By: \_\_\_\_\_  
[*Digital Signature and Date*]  
T. Chris Minshall  
Senior Assistant Regional Counsel  
U.S. EPA – Region III

**UNITED STATES ENVIRONMENTAL PROTECTION AGENCY  
REGION III  
Philadelphia, Pennsylvania 19103**

<b>In the Matter of:</b>	:
	:
<b>Ramshield, LLC</b>	: <b>U.S. EPA Docket No. FIFRA-03-2023-0047</b>
<b>500 Anthony's Drive</b>	:
<b>Exton, PA 19341</b>	: <b>Proceeding under Section 14(a) of the Federal</b>
	: <b>Insecticide, Fungicide and Rodenticide Act, 7</b>
<b>Respondent.</b>	: <b>U.S.C. § 136l(a)</b>

**FINAL ORDER**

Complainant, the Director of the Enforcement Compliance and Assurance Division, U.S. Environmental Protection Agency, Region III, and Respondent, Ramshield, LLC, have executed a document entitled "Consent Agreement," which I hereby ratify as a Consent Agreement in accordance with the Consolidated Rules of Practice Governing the Administrative Assessment of Civil Penalties and the Revocation/Termination or Suspension of Permits ("Consolidated Rules of Practice"), 40 C.F.R. §§ 22.13(b) and 22.18(b)(2) and (3). The terms of the foregoing Consent Agreement are accepted by the undersigned and incorporated into this Final Order as if fully set forth at length herein.

Based upon the representations of the parties in the attached Consent Agreement, the penalty agreed to therein is based upon consideration of, *inter alia*, EPA's *FIFRA enforcement Response Policy (December 2009)*, and the statutory factors set forth in Section 14(a)(1) of the Federal Insecticide, Fungicide and Rodenticide Act, 7 U.S.C. § 136l(a)(4).

**NOW, THEREFORE, PURSUANT TO** Section 14(a) of the Federal Insecticide, Fungicide and Rodenticide Act, 7 U.S.C. § 136l(a), and Section 22.18(b)(3) of the Consolidated Rules of Practice, **IT IS HEREBY ORDERED** that Respondent pay a civil penalty in the amount of **FIVE THOUSAND DOLLARS (\$5,000)**, in accordance with the payment provisions set forth in the Consent Agreement and in 40 C.F.R. § 22.31(c), and comply with the terms and conditions of the Consent Agreement.

This Final Order constitutes the final Agency action in this proceeding. This Final Order shall not in any case affect the right of the Agency or the United States to pursue appropriate injunctive or other equitable relief, or criminal sanctions for any violations of the law. This Final Order resolves only those causes of action alleged in the Consent Agreement and does not waive, extinguish, or otherwise affect Respondent's obligation to comply with all applicable provisions of the Federal Insecticide, Fungicide and Rodenticide Act, and the regulations promulgated thereunder.

The effective date of the attached Consent Agreement and this Final Order is the date on which this Final Order is filed with the Regional Hearing Clerk.

Date: \_\_\_\_\_

By: \_\_\_\_\_

*[Digital Signature and Date]*

Joseph J. Lisa

Regional Judicial and Presiding Officer

U.S. EPA Region III

UNITED STATES ENVIRONMENTAL PROTECTION AGENCY  
REGION III  
Philadelphia, Pennsylvania 19103-2029

In the Matter of: :  
: :  
Ramshield, LLC : U.S. EPA Docket No. FIFRA-03-2023-0047  
500 Anthonys Drive : :  
Exton, PA 19341 : Proceeding under Section 14(a) of the Federal  
: Insecticide, Fungicide and Rodenticide Act, 7  
Respondent. : U.S.C. § 136l(a)

CERTIFICATE OF SERVICE

I certify that the foregoing *Consent Agreement and Final Order* was filed with the EPA Region III Regional Hearing Clerk on the date that has been electronically stamped on the *Consent Agreement and Final Order*. I further certify that on the date set forth below, I caused to be served a true and correct copy of the foregoing to each of the following persons, in the manner specified below, at the following addresses:

Copies served via email to:

Samantha Partovi  
Ramshield, LLC  
spartovi@ramshieldinc.com  
500 Anthonys Drive  
Exton, PA 19341

Copies served via email to:

T. Chris Minshall  
Senior Assistant Regional Counsel  
U.S. EPA, Region III  
Minshall.Chris@epa.gov

Holly Raguza  
Compliance Officer  
U.S. EPA, Region III  
Raguza.holly@epa.gov



Date: \_\_\_\_\_

\_\_\_\_\_  
*[Digital Signature and Date]*

Regional Hearing Clerk  
U.S. Environmental Protection Agency, Region III