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**UNITED STATES ENVIRONMENTAL PROTECTION AGENCY  
REGION 6**

**1201 Elm Street, Suite 500  
Dallas, Texas 75270**

**REGIONAL HEARING CLERK  
EPA REGION 6**

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**In the Matter of**

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**Simply Strive LLC d/b/a**

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**Tougher Than Tom**

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**Docket No. FIFRA-06-2025-0307**

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**Respondent.**

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**CONSENT AGREEMENT AND FINAL ORDER**

**Preliminary Statement**

The U.S. Environmental Protection Agency, Region 6 ("EPA" or "Complainant"), and Simply Strive LLC d/b/a Tougher Than Tom ("Respondent") have agreed to a settlement of this action before the filing of a complaint, and thus this action is simultaneously commenced and concluded pursuant to Rules 22.13(b) and 22.18(b)(2) of the Consolidated Rules of Practice Governing the Administrative Assessment of Civil Penalties and the Revocation/Termination or Suspension of Permits, 40 C.F.R. §§ 22.13(b) and 22.18(b)(2).

**Jurisdiction**

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

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

**Parties**

3. Complainant is the Director of Enforcement and Compliance Assurance Division of EPA, Region 6, as duly delegated by the Administrator of EPA and the Regional Administrator, EPA, Region 6.

4. Respondent is Simply Strive LLC d/b/a Tougher Than Tom, a corporation incorporated and conducting business in the state of Texas.

**Statutory and Regulatory Background**

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

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

7. Pursuant to the regulation at 40 C.F.R. § 152.15, in relevant part, no person may distribute or sell any pesticide product that is not registered under the Act, except as provided in 40 C.F.R. §§ 152.20, 152.25, and 152.30. A pesticide is any substance (or mixture of substances) intended for a pesticidal purpose, i.e., use for the purpose of preventing, destroying, repelling, or mitigating any pest or use as a plant regulator, defoliant, or desiccant. A substance is considered to be intended for a pesticidal purpose, and thus to be a pesticide requiring registration, if the person who distributes or sells the substance claims, states, or implies (by labeling or otherwise) that the substance (either by itself or in combination with any other substance) can or should be used as a pesticide.

8. Civil penalties under Section 14(a) of FIFRA, 7 U.S.C. § 136l(a) may be assessed by administrative order.<sup>1</sup>

**Definitions**

9. Section 2(s) of FIFRA, 7 U.S.C. § 136(s), defines “person” to mean any individual, partnership, association, corporation, or any organized group of persons whether incorporated or not.

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

11. Section 2(t) of FIFRA, 7 U.S.C. § 136(t), defines “pest” to mean (1) any insect, rodent, nematode, fungus, weed, or (2) any other form of terrestrial or aquatic plant or animal life or virus, bacteria, or other micro-organism (except viruses, bacteria, or other micro-organism on or in living man or other living animals) which the Administrator declares to be a pest under Section 25(c)(1).

12. Section 2(h) of FIFRA, 7 U.S.C. § 136(h), defines “device” to mean 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); but not including equipment used for the application of pesticides when sold separately therefrom.

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<sup>1</sup> The Administrator may assess an inflation-adjusted civil penalty per day for each violation of FIFRA pursuant to Section 14(a) of FIFRA, 7 U.S.C. § 136l(a) and 40 C.F.R. § 19.4.

13. 40 C.F.R. 156.10(a)(5) states a pesticide or a device declared subject to the Act pursuant to § 152.500, 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: (i) A false or misleading statement concerning the composition of the product; (ii) A false or misleading statement concerning the effectiveness of the product as a pesticide or device; (iii) A false or misleading statement about the value of the product for purposes other than as a pesticide or device; (iv) A false or misleading comparison with other pesticides or devices; (v) Any statement directly or indirectly implying that the pesticide or device is recommended or endorsed by any agency of the Federal Government; (vi) The name of a pesticide which contains two or more principal active ingredients if the name suggests one or more but not all such principal active ingredients even though the names of the other ingredients are stated elsewhere in the labeling; (vii) A true statement used in such a way as to give a false or misleading impression to the purchaser; (viii) Label disclaimers which negate or detract from labeling statements required under the Act and these regulations; (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”; and (x) Non-numerical and/or comparative statements on the safety of the product, including but not limited to: (A) “Contains all natural ingredients”; (B) “Among the least toxic chemicals known”; (C) “Pollution approved.”

14. Pursuant to the authority in Section 25(c)(1) of FIFRA, 7 U.S.C. § 136w(c)(1), the Administrator established that “an organism is declared to be a pest under circumstances that

make it deleterious to man or the environment, if it is: . . . [a]ny fungus, bacterium, virus, prion, or other microorganism, except for those on or in living man or other living animals and those on or in processed food or processed animal feed, beverages, drugs . . . and cosmetics . . .” 40 C.F.R. § 152.5(d).

15. Section 2(gg) of FIFRA, 7 U.S.C. § 136(gg), defines “to distribute or sell” to mean to distribute, sell, offer for sale, hold for distribution, hold for sale, hold for shipment, ship, deliver for shipment, release for shipment, or receive and (having so received) deliver or offer to deliver.

16. Section 2(p)(1) of FIFRA, 7 U.S.C. § 136(p)(1) defines “label” to mean the written, printed, or graphic matter on, or attached to, the pesticide or device of any of its containers or wrappers.

17. Section 2(p)(2) of FIFRA, 7 U.S.C. § 136(p)(2) defines “labeling” to mean 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.

18. Section 25(b) of FIFRA, 7 U.S.C. § 136w(b), provides that the Administrator may exempt certain pesticides from the requirements of FIFRA through issuing regulations.

19. The regulations in 40 C.F.R. § 152.25(f) exempt listed minimum risk pesticides from the requirements of FIFRA, provided that certain criteria are met, including a requirement in 40 C.F.R. § 152.25(f)(3)(i) that the active and inert ingredients of the substance are listed on the label and a requirement in 40 C.F.R. § 152.25(f)(3)(vi) that the label make no false and misleading claims such as those listed in 40 C.F.R. § 156.10(a)(5)(i) through (viii).

**EPA Findings of Fact and Conclusions of Law**

20. Respondent is, and at all times referred to herein was, a “person” as defined by Section 2(s) of FIFRA, 7 U.S.C. § 136(s).

21. Respondent owns and/or operates a facility located at: 2028 East Ben White Boulevard, Suite 240, Austin, Texas 78741 (the “Facility”).

22. Pursuant to Section 9 of FIFRA, 7 U.S.C. § 136g, EPA conducted an investigation of the Facility on from August 2022 to February 2024, to determine Respondent’s compliance with FIFRA and the federal regulations promulgated thereunder (the “Investigation”).

23. During the Investigation, EPA identified the following unregistered products, that were offered for sale by the Respondent:

- a. Mosquito TNT
- b. Mosquito TNT Refill Pack
- c. Mosquito Eliminator Stickers

24. During the Investigation, EPA identified the Mosquito Eliminator Lamp, which were offered for sale by the Respondent, and EPA reviewed its label.

25. At the time that Respondent distributed the Mosquito TNT, Mosquito TNT Refill Pack, and Mosquito Eliminator Stickers, Respondent claimed, stated or implied (by labeling or otherwise) that these products could or should be used as a pesticide. Specifically, Respondent’s claims included the following:

- a. Mosquito TNT: “Eliminated mosquitoes” and “The Safest, Most Effective Way To Eliminate Mosquitoes,” indicating that the product is intended to mitigate

pests—insects—making it a pesticide as defined in Section 2(u) of FIFRA, 7 U.S.C. § 136(u).

b. Mosquito TNT Refill Pack: “Eliminated mosquitoes” and “The Safest, Most Effective Way To Eliminate Mosquitoes,” indicating that the product is intended to mitigate pests—insects—making it a pesticide as defined in Section 2(u) of FIFRA, 7 U.S.C. § 136(u).

c. Mosquito Eliminator Stickers: “Naturally scented stickers repel mosquitoes and gnats”, indicating that the product is intended to mitigate pests—insects—making it a pesticide as defined in Section 2(u) of FIFRA, 7 U.S.C. § 136(u).

26. Mosquito TNT, Mosquito TNT Refill Pack, and Mosquito Eliminator Stickers are not pesticides registered with EPA in accordance with Section 3 of FIFRA, 7 U.S.C. § 136a.

27. At the time that Respondent distributed the Mosquito Eliminator Lamp, Respondent claimed, stated or implied (by labeling or otherwise) that this product could or should be used as a device. Respondent’s claims included that the Mosquito Eliminator Lamp is “Supercharged with a high-voltage zap-killing any insect with the press of a button,” indicating that the product 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) —making it a device as defined in Section 2(h) of FIFRA, 7 U.S.C. § 136(h).

#### **EPA Findings of Violation**

28. The facts stated in EPA Findings of Fact and Conclusions of Law above are herein incorporated.

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

**Count 1**

*Mosquito TNT*

30. At the time of the Investigation, the label for the Mosquito TNT claimed, stated, or implied that the product could or should be used as a pesticide.

31. Because Respondent claimed, stated, or implied by labeling that the Mosquito TNT can or should be used as a pesticide, the Mosquito TNT was intended for a pesticidal purpose and required registration pursuant to Section 3 of FIFRA, 7 U.S.C. § 136a.

32. At the time of the Investigation, the Mosquito TNT was not registered pursuant to Section 3 of FIFRA, 7 U.S.C. § 136a.

33. At the time of the Investigation, the Mosquito TNT failed to qualify for an exemption from registration pursuant to Section 25(b) of FIFRA, 7 U.S.C. § 136w(b), as it did not meet the criteria for a minimum risk pesticide as promulgated under 40 C.F.R. § 152.25(f). Specifically, the product did not list all of its ingredients on the label; nor did the product's label include the company's contact information.

34. Respondent's distribution or sale of the Mosquito TNT, a pesticide that was not registered under Section 3 of FIFRA, 7 U.S.C. § 136a, is a violation of Section 12(a)(1)(A) of FIFRA, 7 U.S.C. § 136j(a)(1)(A).

**Count 2**

*Mosquito TNT Refill Pack*

35. At the time of the Investigation, the label for the Mosquito TNT Refill Pack claimed, stated, or implied that the product could or should be used as a pesticide.

36. Because Respondent claimed, stated, or implied by labeling that the Product can or should be used as a pesticide, the Mosquito TNT Refill Pack was intended for a pesticidal purpose and required registration pursuant to Section 3 of FIFRA, 7 U.S.C. § 136a.

37. At the time of the Investigation, the Mosquito TNT Refill Pack was not registered pursuant to Section 3 of FIFRA, 7 U.S.C. § 136a.

38. At the time of the Investigation, the Mosquito TNT Refill Pack failed to qualify for an exemption from registration pursuant to Section 25(b) of FIFRA, 7 U.S.C. § 136w(b), as it did not meet the criteria for a minimum risk pesticide as promulgated under 40 C.F.R. § 152.25(f). Specifically, the product did not list all of its ingredients on the label; nor did the product's label include the company's contact information.

39. Respondent's distribution or sale of the Mosquito TNT Refill Pack, a pesticide that was not registered under Section 3 of FIFRA, 7 U.S.C. § 136a, is a violation of Section 12(a)(1)(A) of FIFRA, 7 U.S.C. § 136j(a)(1)(A).

**Count 3**

*Mosquito Eliminator Stickers*

40. At the time of the Investigation, the label for the Mosquito Eliminator Stickers claimed, stated, or implied that the product could or should be used as a pesticide.

41. Because Respondent claimed, stated, or implied by labeling that the Mosquito Eliminator Stickers can or should be used as a pesticide, the Mosquito Eliminator Stickers was

intended for a pesticidal purpose and required registration pursuant to Section 3 of FIFRA, 7 U.S.C. § 136a.

42. At the time of the Investigation, the Mosquito Eliminator Stickers was not registered pursuant to Section 3 of FIFRA, 7 U.S.C. § 136a.

43. At the time of the Investigation, the Mosquito Eliminator Stickers failed to qualify for an exemption from registration pursuant to Section 25(b) of FIFRA, 7 U.S.C. § 136w(b), as it did not meet the criteria for a minimum risk pesticide as promulgated under 40 C.F.R. § 152.25(f). Specifically, the product's label did not display the ingredients' percentages by weight; nor did the product's label include the company's contact information.

44. Respondent's distribution or sale of the Mosquito Eliminator Stickers, a pesticide that was not registered under Section 3 of FIFRA, 7 U.S.C. § 136a, is a violation of Section 12(a)(1)(A) of FIFRA, 7 U.S.C. § 136j(a)(1)(A).

#### **Count 4**

##### *Mosquito Eliminator Lamp*

45. At the time of the Investigation, the label for the Mosquito Eliminator Lamp claimed, stated, or implied that the product could or should be used as a device.

46. Because Respondent claimed, stated, or implied by labeling that the Mosquito Eliminator Lamp can or should be used as a device, the Mosquito Eliminator Lamp was intended for a pesticidal purpose and required registration pursuant to Section 3 of FIFRA, 7 U.S.C. § 136a.

47. At the time of the Investigation, the label for the Mosquito Eliminator Lamp stated that it is "Effective at killing 100% of mosquitoes & bugs on contact" and "100% Safe."

48. The Mosquito Eliminator Lamp was therefore misbranded pursuant to 40 C.F.R. 156.10(a)(5)(ii) and (ix).

**CONSENT AGREEMENT**

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

Respondent:

- a. admits the jurisdictional allegations set forth herein;
- b. neither admits nor denies the specific factual allegations stated herein;
- c. consents to the assessment of a civil penalty, as stated herein;
- d. consents to the issuance of any specified compliance or corrective action order;
- e. consents to any conditions specified herein;
- f. consents to any stated Permit Action;
- g. waives any right to contest the allegations set forth herein; and
- h. waives its right to appeal the Final Order accompanying this Consent

Agreement.

50. By signing this CAFO, Respondent waives any rights or defenses that respondent has or may have for this matter to be resolved in federal court, including but not limited to any right to a jury trial, and waives any right to challenge the lawfulness of the final order accompanying this CAFO.

51. Respondent consents to the issuance of this CAFO and consent for the purposes of settlement to the payment of the civil penalty specified herein.

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

**Penalty Payment**

53. For the reasons set forth above, the Respondent has agreed to pay a civil penalty which has been determined in accordance with Section 14(a) of FIFRA, 7 U.S.C. § 136l(a). Upon consideration of the entire records herein, including the Findings of Fact and Conclusions of Law, which are hereby adopted and made a part hereof, and EPA's "FIFRA Enforcement Response Policy" dated December 2009 (as adjusted for inflation) which requires the Complainant to consider the appropriateness of such penalty to the size of the business of the person charged, the effect on the person's ability to continue in business, and the gravity of the violation, it is ORDERED that Respondent be assessed a civil penalty of \$80,800.00 (the "EPA Penalty").

54. Respondent shall pay the EPA Penalty within thirty (30) days of receiving notice of the Effective Date of this CAFO. Respondent shall pay the EPA Penalty and any interest, fees, and other charges due using any method, or combination of appropriate methods, as provided on the EPA website: <https://www.epa.gov/financial/makepayment>. For additional instructions see: <https://www.epa.gov/financial/additional-instructions-making-payments-epa>.

55. When making a payment, Respondent shall:

- a. Identify every payment with Respondent's name and the docket number of this Order, Docket No. FIFRA-06-2025-0307. The payment shall also be accompanied by a transmittal letter that shall reference Respondent's name and address, the case

name, and docket number FIFRA-06-2025-0307. Respondent's adherence to this request will ensure proper credit is given when penalties are received for Region 6.

b. Concurrently with any payment, email the transmittal letter and proof of payment to the following email addresses:

Lorena S. Vaughn  
Regional Hearing Clerk  
U.S. Environmental Protection Agency, Region 6  
vaughn.lorena@epa.gov;

Kiera Hancock  
Enforcement and Compliance Assurance Division  
Waste Enforcement Branch  
U.S. Environmental Protection Agency, Region 6  
hancock.kiera@epa.gov

and

U.S. Environmental Protection Agency  
Cincinnati Finance Center  
Via electronic mail to:  
CINWD\_AcctsReceivable@epa.gov

"Proof of payment" means, as applicable, a copy of the check, confirmation of credit card or debit card payment, or confirmation of wire or automated clearinghouse transfer and any other information required to demonstrate that payment has been made according to EPA requirements, in the amount due.

56. Pursuant to 31 U.S.C. § 3717, 31 C.F.R. § 901.9, and 40 C.F.R. § 13.11, if Respondent fails to timely pay any portion of the EPA Penalty per this CAFO, the entire unpaid balance of the EPA Penalty and all accrued interest shall become immediately due and owing, and EPA is authorized to recover the following amounts.

a. Interest. Interest begins to accrue from the Effective Date. If the EPA Penalty is paid in full within thirty (30) days, interest accrued is waived. If the EPA Penalty is not paid in full within thirty (30) days, interest will continue to accrue until any unpaid portion of the EPA Penalty as well as any interest, penalties, and other charges are paid in full. To protect the interests of the United States the rate of interest is set at the IRS "standard" underpayment rate, any lower rate would fail to provide Respondent adequate incentive for timely payment.

b. Handling Charges. Respondent will be assessed monthly a charge to cover EPA's costs of processing and handling overdue debts.

c. Late Payment Penalty. A late payment penalty of six percent (6%) per annum, will be assessed monthly on all debts, including any portion of the EPA Penalty, interest, penalties, and other charges, that remain delinquent more than ninety (90) days.

57. Late Penalty Actions. In addition to the amounts described in the prior Paragraph, if Respondent fails to timely pay any portion of the EPA Penalty per this CAFO, EPA may take additional actions. Such actions EPA may take include, but are not limited to, the following:

a. refer the debt to a credit reporting agency, a collection agency, or request that the Attorney General bring civil action in the appropriate United States District Court (in which the validity, amount, and appropriateness of the assessed penalty and of this CAFO shall not be subject to review) to secure payment of the debt, which may

include the original penalty, enforcement and collection expenses, nonpayment penalty and interest, 7 U.S.C. § 136l(a)(5) and 40 C.F.R. §§ 13.13 and 13.14;

b. collect the above-referenced debt by administrative offset (i.e., the withholding of money payable by the United States to, or held by the United States for, a person to satisfy the debt the person owes the Government), which includes, but is not limited to, referral to the Internal Revenue Service for offset against income tax refunds, 40 C.F.R. Part 13, Subparts C and H; and

c. suspend or revoke Respondent's licenses or other privileges or suspend or disqualify Respondent from doing business with EPA or engaging in programs EPA sponsors or funds, 40 C.F.R. § 13.17.

58. Pursuant to 26 U.S.C. § 6050X and 26 C.F.R. § 1.6050X-1, EPA is required to send to the Internal Revenue Service ("IRS") annually, a completed IRS Form 1098-F ("Fines, Penalties, and Other Amounts") with respect to any court order or settlement agreement (including administrative settlements), that require a payor to pay an aggregate amount that EPA reasonably believes will be equal to, or in excess of, \$50,000 for the payor's violation of any law or the investigation or inquiry into the payor's potential violation of any law, including amounts paid for "restitution or remediation of property" or to come "into compliance with a law." EPA is further required to furnish a written statement, which provides the same information provided to the IRS, to each payor (i.e., a copy of IRS Form 1098-F). Failure to comply with providing IRS Form W-9 or Tax Identification Number ("TIN"), as described below, may subject Respondent to a penalty, per 26 U.S.C. § 6723, 26 U.S.C. § 6724(d)(3), and 26 C.F.R.

§ 301.6723-1. In order to provide EPA with sufficient information to enable it to fulfill these obligations, EPA herein requires, and Respondent herein agrees, that:

- a. Respondent shall complete an IRS Form W-9 ("Request for Taxpayer Identification Number and Certification"), which is available at <https://www.irs.gov/pub/irs-pdf/fw9.pdf>;
- b. Respondent shall therein certify that its completed IRS Form W-9 includes Respondent's correct TIN or that Respondent has applied and is waiting for issuance of a TIN; Respondent shall email its completed Form W-9 to EPA's Cincinnati Finance Center at [chalifoux.jessica@epa.gov](mailto:chalifoux.jessica@epa.gov) within thirty (30) days after the Final Order ratifying this Agreement is filed, and EPA recommends encrypting IRS Form W-9 email correspondence; and
- c. In the event that Respondent has certified in its completed IRS Form W-9 that it has applied for a TIN and that TIN has not been issued to Respondent within thirty (30) days after the effective date, then Respondent, using the same email address identified in the preceding sub-paragraph, shall further:
  - i. Notify EPA's Cincinnati Finance Center of this fact, via email, within thirty (30) days after the effective date of this Order; and
  - ii. Provide EPA's Cincinnati Finance Center with Respondent's TIN, via email, within five (5) days of Respondent's issuance and receipt of the TIN.

**Effect of Settlement and Reservation of Rights**

59. Full payment of the penalty proposed in this CAFO shall only resolve Respondent's liability for federal civil penalties for the violations alleged herein. Complainant

reserves the right to take any enforcement action with respect to any other violations of the FIFRA or any other applicable law.

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

61. Respondent certifies by the signing of this CAFO that it is presently in compliance with all requirements of FIFRA and its implementing regulations based on Respondent's best knowledge.

62. Full payment of the penalty proposed in this CAFO shall not in any case affect the right of EPA or the United States to pursue appropriate injunctive or other equitable relief or criminal sanctions for any violations of law. This CAFO does not waive, extinguish or otherwise affect Respondent's obligation to comply with all applicable provisions of the FIFRA and regulations promulgated thereunder.

63. Complainant reserves the right to enforce the terms and conditions of this CAFO.

#### **General Provisions**

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

65. This CAFO shall not dispose of the proceeding without a final order from the Regional Judicial Officer or Regional Administrator ratifying the terms of this Consent Agreement. This CAFO shall be effective upon the filing of the Final Order by the Regional

Hearing Clerk for EPA, Region 6 (the "Effective Date"). Unless otherwise stated, all time periods stated herein shall be calculated in calendar days from such date.

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

67. This CAFO shall apply to and be binding upon Respondent and Respondent's agents, successors and/or assigns. Respondent shall ensure that all contractors, employees, consultants, firms, or other persons or entities acting for Respondent with respect to matters included herein comply with the terms of this CAFO.


68. EPA and Respondent agree to the use of electronic signatures for this matter pursuant to 40 C.F.R. § 22.6. EPA and Respondent further agree to electronic service of this Consent Agreement and Final Order by email to the following:

To EPA: *henley.hollis@epa.gov*

To Respondent: *cristen.rose@haynesboone.com*

**RESPONDENT:**  
**TOUGHER THAN TOM**

Date: March 3, 2025

  
\_\_\_\_\_  
Signature  
Zach Collins  
CEO  
Tougher Than Tom

**COMPLAINANT:**  
**U.S. ENVIRONMENTAL PROTECTION AGENCY**

Date: March 5, 2025

  
\_\_\_\_\_  
Digitally signed by  
CHERYL SEAGER  
Date: 2025.03.05  
15:49:59 -06'00'  
Cheryl T. Seager  
Director  
Enforcement  
and Compliance Assurance Division  
U.S. EPA, Region 6

**FINAL ORDER**

Pursuant to Section 14(a) of FIFRA, 7 U.S.C. § 136/(a), and the Consolidated Rules of Practice Governing the Administrative Assessment of Civil Penalties and the Revocation/Termination or Suspension of Permits, 40 C.F.R. Part 22, the foregoing Consent Agreement resolving this matter is hereby ratified and incorporated by reference into this Final Order.

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

This Final Order shall resolve only those causes of action alleged in the Consent Agreement. Nothing in this Final Order shall be construed to waive, extinguish, or otherwise affect Respondents' (or its officers, agents, servants, employees, successors, or assigns) obligation to comply with all applicable federal, state, and local statutes and regulations, including the regulations that were the subject of this action.

IT IS SO ORDERED.

Rucki,  
Thomas

Digitally signed by Rucki,  
Thomas  
Date: 2025.03.06  
09:44:53 -05'00'

Thomas Rucki  
Regional Judicial Officer

\_\_\_\_\_  
Date

**CERTIFICATE OF SERVICE**

I certify that a true and correct copy of the foregoing Consent Agreement and Final Order was delivered to the Regional Hearing Clerk, U.S. EPA, Region 6, 1201 Elm Street, Dallas, Texas 75270-2102, and that a true and correct copy was sent this day in the following manner to the addressees:

Copy via Email to Complainant:

henley.hollis@epa.gov

Copy via Email to Respondent:

cristen.rose@haynesboone.com  
Simply Strive LLC, DBA Tougher than Tom  
2028 East Ben White Boulevard, Suite 240  
Austin, Texas 78741

LORENA  
VAUGHN

Digitally signed by  
LORENA VAUGHN  
Date: 2025.03.06  
09:29:02 -06'00'

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Regional Hearing Clerk  
EPA Region 6