

UNITED STATES ENVIRONMENTAL PROTECTION AGENCY

REGION 4

In the Matter of:

Blue Ridge Elements, LLC and Blendpack, Inc.

Docket No. **FIFRA-04-2023-0714(b)**

Respondents.

CONSENT AGREEMENT

I. NATURE OF ACTION

1. This is an administrative penalty assessment proceeding brought under Section 14(a) of the Federal Insecticide, Fungicide, and Rodenticide Act (FIFRA or the Act), as amended, 7 U.S.C. § 136l(a), and Sections 22.13(b) and 22.18 of the *Consolidated Rules of Practice Governing the Administrative Assessment of Civil Penalties and the Revocation/Termination or Suspension of Permits*, as codified at Title 40 of the Code of Federal Regulations (C.F.R.) Part 22.
2. This Consent Agreement and the attached Final Order shall collectively be referred to as the CAFO.
3. Having found that settlement is consistent with the provisions of FIFRA and applicable regulations, the Parties have agreed to settle this action pursuant to 40 C.F.R. § 22.18 and consent to the entry of this CAFO without adjudication of any issues of law or fact herein.

II. PARTIES

4. Complainant is the Director of the Enforcement and Compliance Assurance Division, United States Environmental Protection Agency (EPA or Agency), Region 4, who has been delegated the authority on behalf of the Administrator of the EPA to enter into this CAFO pursuant to 40 C.F.R. Part 22 and Section 14(a) of FIFRA, 7 U.S.C. § 136l(a).
5. Respondents are Blue Ridge Elements, LLC, a limited liability company organized under the laws of the State of Tennessee, and Blendpack, Inc., a corporation incorporated in the State of Tennessee. This proceeding pertains to Respondents' facility located at 3730 Old Tasso Road Cleveland, Tennessee 37312.

III. GOVERNING LAW

6. The term “active ingredient” is defined in Section 2(a) of FIFRA, 7 U.S.C. § 136(a), to mean, in the case of a pesticide other than a plant regulator, defoliant, desiccant, or nitrogen stabilizer, an ingredient which will prevent, destroy, repel, or mitigate any pest.
7. The term “label” is defined in Section 2(p)(1) of FIFRA, 7 U.S.C. § 136(p)(1), to mean the written, printed, or graphic matter on, or attached to, the pesticide or device or any of its containers or wrappers.
8. The term “labeling” is defined in Section 2(p)(2) of FIFRA, 7 U.S.C. § 136(p)(2), 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.
9. The term “person” is defined in Section 2(s) of FIFRA, 7 U.S.C. § 136(s), to mean any individual, partnership, association, corporation, or any organized group of persons whether incorporated or not.
10. The term “pest” is defined in Section 2(t) of FIFRA, 7 U.S.C. § 136(t), to mean any insect, rodent, nematode, fungus, weed, or any other form of terrestrial or aquatic plant or animal life or virus, bacteria, or other microorganism (except viruses, bacteria, or other microorganisms on or in living man or other living animals) which the Administrator declares to be a pest under Section 25(c)(1) of FIFRA, 7 U.S.C. § 136w(c)(1).
11. The term “pesticide” is defined in Section 2(u) of FIFRA, 7 U.S.C. § 136(u), to mean any substance or mixture of substances intended for preventing, destroying, repelling, or mitigating any pest. Pursuant to 40 C.F.R. § 152.15, the term “pesticide” is further defined to mean any substance (or mixture of substances) intended for a pesticidal purpose.
12. Pursuant to 40 C.F.R. § 152.15, 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. That 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.
13. Pursuant to 40 C.F.R. § 152.3, “pesticide product” means a pesticide in the particular form (including composition, packaging, and labeling) in which the pesticide is, or is intended to be,

distributed or sold. The term includes any physical apparatus used to deliver or apply the pesticide if distributed or sold with the pesticide.

14. The term “produce” is defined in Section 2(w) of FIFRA, 7 U.S.C. § 136(w), to mean, in part, to manufacture, prepare, compound, propagate, or process any pesticide or active ingredient used in producing a pesticide. The term “produce” is further defined in 40 C.F.R. § 167.3 to mean to manufacture, prepare, propagate, compound, or process any pesticide, including any pesticide produced pursuant to Section 5 of the Act, any active ingredient or device, or to package, repackage, label, relabel, or otherwise change the container of any pesticide or device.
15. The term “producer” is defined in Section 2(w) of FIFRA, 7 U.S.C. § 136(w), to mean the person who manufactures, prepares, compounds, propagates, or processes any pesticide or device or active ingredient used in producing a pesticide.
16. The term “registrant” is defined in Section 2(y) of FIFRA, 7 U.S.C. § 136(y), to mean a person who has registered any pesticide pursuant to the provisions of the Act.
17. The term “establishment” is defined in Section 2(dd) of FIFRA, 7 U.S.C. § 136(dd), and 40 C.F.R. § 167.3, to mean any place where a pesticide or device or active ingredient used in producing a pesticide is produced, or held, for distribution or sale.
18. The term “to distribute or sell” is defined in Section 2(gg) of FIFRA, 7 U.S.C. § 136(gg), 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.
19. Pursuant to 40 C.F.R. § 152.3, “distribute or sell” and other grammatical variations of the term such as “distributed or sold” and “distribution or sale,” is further defined to mean the acts of distributing, selling, offering for sale, holding for sale, shipping, holding for shipment, delivering for shipment, or receiving and (having so received) delivering or offering to deliver, or releasing for shipment to any person in any State.
20. Pursuant to Section 3 of FIFRA, 7 U.S.C. § 136a, pesticides that are sold or distributed in the United States are required to be registered with the EPA.
21. Pursuant to 40 C.F.R. § 152.15, 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.
22. Pursuant to Section 12(a)(1)(A) of FIFRA, 7 U.S.C. § 136j(a)(1)(A), it is unlawful for any person to distribute or sell to any person any pesticide that is not registered under Section 3 of FIFRA, 7 U.S.C. § 136a.
23. Pursuant to Section 12(a)(2)(S) of FIFRA, 7 U.S.C. § 136j(a)(2)(S), it is unlawful for any person to violate any regulation issued under Sections 3(a) or 19 of FIFRA, 7 U.S.C. §§ 136a(a) and 136q.
24. Pursuant to 40 C.F.R. § 152.50, each application for pesticide registration must include draft labeling which will be reviewed for adequacy pursuant to 40 C.F.R. § 152.108. Pursuant to 40 C.F.R. § 152.112(f), the EPA will approve a registration application if, in part, the EPA has determined that the product is not misbranded as that term is defined in Section 2(q) of FIFRA and

40 C.F.R. Part 156, and that its labeling and packaging comply with the applicable requirements of FIFRA and 40 C.F.R. Parts 152, 156, and 157.

25. Pursuant to 40 C.F.R. § 152.130, a registrant may distribute or sell a registered product with the composition, packaging, and labeling currently approved by the EPA.
26. Pursuant to 40 C.F.R. §§ 152.132(a)-(d), the registrant may distribute or sell his registered product under another person's name and address instead of (or in addition to) his own. Such distribution and sale is termed "supplemental distribution" and the product is referred to as a "distributor product." The distributor is considered an agent of the registrant for all intents and purposes under the Act and both the registrant and the distributor may be held liable for violations pertaining to the distributor product. Supplemental distribution is permitted upon notification to the EPA if all the following conditions are met:
 - a. The registrant has submitted to the Agency for each distributor product a statement signed by both the registrant and the distributor listing the names and addresses of the registrant and the distributor, the distributor's company number, the additional brand name(s) to be used, and the registration number of the registered product.
 - b. The distributor product is produced, packaged, and labeled in a registered establishment operated by the same producer (or under contract in accordance with 40 C.F.R. § 152.30) who produces, packages, and labels the registered product.
 - c. The distributor product is not repackaged (remains in the producer's unopened container).
 - d. The label of the distributor product is the same as that of the registered product, except that:
 1. The product name of the distributor product may be different (but may not be misleading);
 2. The name and address of the distributor may appear instead of that of the registrant;
 3. The registration number of the registered product must be followed by a dash, followed by the distributor's company number (obtainable from the Agency upon request);
 4. The establishment registration number must be that of the final establishment at which the product was produced; and
 5. Specific claims may be deleted, provided that no other changes are necessary.
27. Pursuant to Section 19(a)(1)(B) of FIFRA, 7 U.S.C. § 136q(a)(1)(B), the EPA may require under Sections 3 or 6 of FIFRA, 7 U.S.C. §§ 136a and 136d, that the labeling of a pesticide contain requirements and procedures for the transportation, storage, and disposal of the pesticide, any container of the pesticide, any rinsate containing the pesticide, or any other material used to contain or collect excess or spilled quantities of the pesticide.
28. Pursuant to Sections 19(e) and (f) of FIFRA, 7 U.S.C. §§ 136q(e) and (f), the EPA promulgated regulations at 40 C.F.R. Part 156, Subpart H, that assure the safe use, reuse, storage, and disposal of pesticide containers, and the safe removal of pesticides from containers and the triple rinsing of containers.

29. Pursuant to 40 C.F.R. § 156.140(a), for nonrefillable containers, the statements set out in § 156.140(a)(1)-(4) are required to be placed on the product label unless subject to an exception. Pursuant to 40 C.F.R. § 156.140(a)(3), "Recycling or Reconditioning Statement," one of the following statements prescribed in Section 156.140(a)(3)(i) through (v) must be present on the pesticide label on the nonrefillable container under the heading "Storage and Disposal:"
- i. "Offer for recycling if available."
 - ii. "Once cleaned, some agricultural plastic pesticide containers can be taken to a container collection site or picked up for recycling. To find the nearest site, contact your chemical dealer or manufacturer or contact [a pesticide container recycling organization] at [phone number] or [web site]. For example, this statement could be "Once cleaned, some agricultural plastic pesticide containers can be taken to a container collection site or picked up for recycling. To find the nearest site, contact your chemical dealer or manufacturer or contact the Ag Container Recycling Council (ACRC) at 1-877-952-2272 (toll-free) or www.acrecycle.org."
 - iii. A recycling statement approved by EPA and published in an EPA document, such as a Pesticide Registration Notice.
 - iv. An alternative recycling statement that has been reviewed and approved by EPA.
 - v. "Offer for reconditioning if appropriate."
30. Section 14(a) of FIFRA, 7 U.S.C. § 136/(a), in conjunction with 40 C.F.R. Part 19, Adjustments of Civil Monetary Penalties for Inflation, authorizes the assessment of a civil penalty for violations of the Act.

IV. FINDINGS OF FACT

31. Respondents are "persons" as defined in Section 2(s) of FIFRA, 7 U.S.C. § 136(s), and as such are subject to FIFRA and the regulations promulgated thereunder.
32. Respondents have been issued the establishment registration numbers 92816-TN-1 and 92811-TN-1 for their facility located at 3730 Old Tasso Road Cleveland, Tennessee 37312 (hereinafter "Facility").
33. On March 22, 2022, and March 28, 2022, an authorized representative of the EPA conducted inspections at Respondents' Facility.
34. The inspections revealed that Respondents distributed or sold three pesticide products, Darkling Beetle Control (EPA Registration Number 67546-2), "AquaSource Ultra Bleach 6%," and "AquaSource Boric Acid," as described below.
35. During the inspections, the inspector learned that between November 9, 2020, and March 15, 2022, Respondents distributed or sold the pesticide product Darkling Beetle Control (EPA Reg. No. 67546-2). The inspector collected information during both inspections to show that Respondents repackaged Darkling Beetle Control from bulk containers into 55 pound (lb) nonrefillable containers for distribution or sale and applied a new label provided by National Borax Corp. Upon review, the EPA noted that the Storage and Disposal section of the label Respondents applied to the Darkling Beetle Control container had language that differed from the EPA-approved master

label for the registered product (EPA Reg. No. 67546-2; label approved January 14, 2009). Specifically, the Storage and Disposal section of the EPA-approved label states, in part: "Container Disposal: DO NOT reuse container. Rinse 3 times, then offer for recycling or trash collection." The label applied by Respondents to the Darkling Beetle Control container stated, in part: "Container Disposal: This product is contained in a nonrefillable container. Do Not reuse or refill this container." Because this language differed, the label applied to the containers of Darkling Beetle Control by Respondents was missing one of the five recycling statements required by 40 C.F.R. § 156.140(a)(3)(i)-(v).

36. Furthermore, the inspector learned that on or around May 6, 2020, Respondents distributed or sold the pesticide product "AquaSource Boric Acid" (EPA Reg. No. 1624-117-38836) as a distributor product of "Boric Acid Manufacturing Grade" (EPA Reg. No. 1624-117), a pesticide which is registered and produced by U.S. Borax, Inc. During the inspections, the inspector collected information on the production of AquaSource Boric Acid. Specifically, the inspector learned that Respondents produced AquaSource Boric Acid at their Facility by repackaging the registered pesticide product, Boric Acid Manufacturing Grade, into new containers and applying a new label.
37. Based on Respondents having produced (through repackaging) AquaSource Boric Acid at Respondents' Facility instead of the product being produced only at the registrant's registered establishment and distributed only in its original packaging, the EPA determined that AquaSource Boric Acid did not meet the requirements for a distributor product as set forth in 40 C.F.R. §§ 152.132(b) and (c).
38. Further, the labels that Respondents applied to AquaSource Boric Acid differed in at least two ways from the EPA-approved label for Boric Acid Manufacturing Grade: (1) the label collected had the following statement removed from the Directions for Use section: "Formulators and repackagers are responsible for obtaining their own registration," and (2) Respondents added the following directions for use statements which were not approved by the Agency via label amendment:
 - a. "Application instructions. 1) Apply dust uniformly to floor of poultry house/hog barns/barns to old litter with appropriate equipment such as a drop spreader, fertilizer or seed spreader at 2 pounds per 100 square feet or applied area. 2) Boric acid may be applied to all litter or in bands underneath feed lines and against side walls. 3) Wear a dust mask or respirator while applying."
39. Additionally, since Respondents' Facility was the last establishment where the AquaSource Boric Acid was produced, the label on AquaSource Boric Acid was required to bear the establishment number of Respondents' Facility (either 92811-TN-1 or 92816-TN-1). However, the label on the AquaSource Boric Acid produced by Respondents bore an establishment number for Industrial Chemicals, Inc., 38836-AL-1.
40. Therefore, based on the discrepancies between the label for AquaSource Boric Acid and the EPA-approved label for Boric Acid Manufacturing Grade, and that the establishment number on the label was not that of the final establishment at which the product was produced, the EPA determined that AquaSource Boric Acid did not meet the requirements for a distributor product as

set forth in 40 C.F.R. § 152.132(d).

41. Based on this information, the EPA determined that AquaSource Boric Acid, as distributed or sold by Respondents, was a new pesticide requiring registration with the EPA pursuant to Section 3 of FIFRA. A search of EPA databases revealed that Respondents did not obtain a separate registration for AquaSource Boric Acid under Section 3 of FIFRA. Therefore, the EPA alleges that AquaSource Boric Acid, as distributed or sold by Respondents on or around May 6, 2020, was an unregistered pesticide.
42. Furthermore, the inspector learned that between October 14, 2020, and October 7, 2021, Respondents distributed or sold the pesticide product “Aqua Source Ultra Bleach 6%” under EPA Reg. No. 33458-23-92816, as a distributor product of “Aqua Guard Chlorinating Sanitizer” (EPA Reg. No. 33458-23), a pesticide registered by Allied Universal Corp. During the inspections, the inspector collected information to show that Respondents produced Aqua Source Ultra Bleach 6% by diluting the active ingredient in Aqua Guard Chlorinating Sanitizer, sodium hypochlorite, from its original concentration of 12.5% to 6%.
43. By diluting the active ingredient in Aqua Guard Chlorinating Sanitizer to produce Aqua Source Ultra Bleach 6%, Respondents have formulated a new pesticide product different from Aqua Guard Chlorinating Sanitizer. Therefore, Aqua Source Ultra Bleach 6% did not qualify to be distributed or sold as a distributor product pursuant to 40 C.F.R. § 152.132, but instead should have been separately registered with the EPA pursuant to Section 3 of FIFRA.
44. A search of EPA databases revealed that Respondents did not obtain a separate registration for Aqua Source Ultra Bleach 6%. Therefore, the EPA alleges that Aqua Source Ultra Bleach 6%, as distributed or sold by Respondents between October 14, 2020, and October 7, 2021, was an unregistered pesticide.

V. ALLEGED VIOLATIONS

45. The EPA alleges that by distributing or selling the pesticide Darkling Beetle Control on one or more occasions between November 9, 2020, and March 15, 2022, without including on the product label one of the recycling statements required by 40 C.F.R. § 156.140(a)(3) as set forth in Section IV above, Respondents violated a regulation promulgated under Section 19 of FIFRA, and therefore, violated Section 12(a)(2)(S) of FIFRA, 7 U.S.C. § 136j(a)(2)(S).
46. The EPA alleges that Respondents violated Section 12(a)(1)(A) of FIFRA, 7 U.S.C. § 136j(a)(1)(A), by distributing or selling the unregistered pesticide product, AquaSource Boric Acid, on or around May 6, 2020, as set forth in Section IV above.
47. The EPA alleges that Respondents violated Section 12(a)(1)(A) of FIFRA, 7 U.S.C. § 136j(a)(1)(A), by distributing or selling the unregistered pesticide product, Aqua Source Ultra Bleach 6%, on one or more occasions between October 14, 2020, and October 7, 2021, as set forth in Section IV above.

VI. STIPULATIONS

48. The issuance of this CAFO simultaneously commences and concludes this proceeding.
See 40 C.F.R. § 22.13(b).

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

- (a) admit that the EPA has jurisdiction over the subject matter alleged in this CAFO;
- (b) neither admit nor deny the factual allegations set forth in Section IV (Findings of Facts) of this CAFO;
- (c) consent to the assessment of a civil penalty as stated below with the understanding that Respondents are jointly and severally liable for payment of the full civil penalty amount;
- (d) consent to the conditions specified in this CAFO;
- (e) waive any right to contest the alleged violations of law set forth in Section V (Alleged Violations) of this CAFO; and
- (f) waive their rights to appeal the Final Order accompanying this CAFO.

50. For the purpose of this proceeding, Respondents:

- (a) agree that this CAFO states a claim upon which relief may be granted against Respondents;
- (b) acknowledge that this CAFO constitutes an enforcement action for purposes of considering Respondents' compliance history in any subsequent enforcement actions;
- (c) by executing this CAFO, certify to the best of their knowledge that Respondents are currently in compliance with all relevant requirements of FIFRA and its implementing regulations, and that all violations alleged herein, which are neither admitted nor denied, have been corrected;
- (d) waive any right they may possess at law or in equity to challenge the authority of the EPA to bring a civil action in a United States District Court to compel compliance with the CAFO, and to seek an additional penalty for such noncompliance, and agree that federal law shall govern in any such civil action;
- (e) waive any right they may have pursuant to 40 C.F.R. § 22.8 to be present during any discussions with, or to be served with and reply to, any memorandum or communication addressed to EPA officials where the purpose of such discussion, memorandum, or communication is to persuade such official to accept or issue this CAFO;
- (f) waive any rights or defenses that Respondents have or may have for this matter to be resolved in federal court, including but not limited to any right to a jury trial, and waive any right to challenge the lawfulness of the Final Order accompanying this Consent Agreement; and
- (g) agree to comply with the terms of this CAFO.

51. In accordance with 40 C.F.R. § 22.5, the individuals named in the Certificate of Service are

authorized to receive service related to this proceeding and the Parties agree to receive service by electronic means.

VII. TERMS OF PAYMENT

52. Based on Respondents' substantiated ability to pay claim, and in accordance with the Act, the EPA has determined that **ONE HUNDRED AND NINETY-FIVE THOUSAND DOLLARS (\$195,000.00)** is an appropriate civil penalty to settle this action, which Respondents consent to pay as follows:

(a) The civil penalty will be paid in eight installments in order to complete payment of the entire civil penalty including interest. Including the civil penalty and interest, the total amount that will be paid upon completion of all payments will be \$ **204,242.20**. The first payment is due within thirty (30) days of the Effective Date of this CAFO, which is upon filing with the Regional Hearing Clerk. Respondents' subsequent payments shall thereafter be due in ninety-day intervals.

(b) Respondents shall make payments in accordance with the following schedule:

Payment Number	Payment shall be made no later than	Principal Amount	Interest Amount	Total Payment Amount
1	30 days following the Effective Date of this CAFO.	\$ 24,375.00	\$ 0.00	\$ 24,375.00
2	120 days following the Effective Date of this CAFO.	\$ 24,375.00	\$ 2,843.75	\$ 27,218.75
3	210 days following the Effective Date of this CAFO.	\$ 24,375.00	\$ 1,828.13	\$ 26,203.13
4	300 days following the Effective Date of this CAFO.	\$ 24,375.00	\$ 1,523.44	\$ 25,898.44
5	390 days following the Effective Date of this CAFO.	\$ 24,375.00	\$ 1,218.75	\$ 25,593.75
6	480 days following the Effective Date of this CAFO.	\$ 24,375.00	\$ 914.06	\$ 25,289.06
7	570 days following the Effective Date of this CAFO.	\$ 24,375.00	\$ 609.38	\$ 24,984.38
8	660 days following the Effective Date of this CAFO.	\$ 24,375.00	\$ 304.69	\$ 24,679.69

(c) If Respondents fail to make one of the installment payments in accordance with the schedule set forth above, the entire unpaid balance of the penalty and all accrued interest shall become due immediately upon such failure, and Respondents shall immediately pay the entire remaining principal balance of the civil penalty along with any interest that has accrued up to the time of such payment. In addition, Respondents shall pay a non-payment penalty and other charges as described below in Paragraph 56 in the event of any such failure or default.

- (d) Further, if Respondents fail to pay the installment payments in accordance with the schedule set forth above, the EPA may take action as set forth below in Paragraph 57.
- (e) Notwithstanding Respondents' agreement to pay the assessed civil penalty in accordance with the installment schedule set forth above, Respondents may pay the entire civil penalty of \$195,000 within thirty (30) days of the Effective Date of this CAFO and, thereby, avoid the payment of interest pursuant to 40 C.F.R. § 13.11(a). In addition, Respondents may, at any time after commencement of payments under the installment schedule, elect to pay the entire principal balance remaining, together with interest accrued up to the date of such full payment.

53. Respondent shall pay the civil penalty and any interest, fees, and other charges due using any method, or combination of appropriate methods, as provided on the following EPA website: <https://www.epa.gov/financial/makepayment>. For additional instructions, see: <https://www.epa.gov/financial/additional-instructions-making-payments-epa>. However, for any payments made after September 30, 2025, and in accordance with the March 25, 2025, Executive Order on [Modernizing Payments To and From America's Bank Account](#), Respondent shall pay using one of the electronic payments methods listed on [EPA's How to Make a Payment website](#) and will not pay with a paper check. In addition, Respondents shall identify every payment with Respondents' names and the docket number of this CAFO, Docket No. **FIFRA-04-2023-0714(b)**.
54. Respondents shall send proof of each payment within twenty-four (24) hours of payment of the civil penalty, to:

Regional Hearing Clerk
U.S. Environmental Protection Agency, Region 4
R4_Regional_Hearing_Clerk@epa.gov

and

Seth Ramsay
U.S. Environmental Protection Agency, Region 4
ramsay.seth@epa.gov

and

U.S. Environmental Protection Agency
Cincinnati Finance Center
CINWD_AcctsReceivable@epa.gov

55. "Proof of payment" means, as applicable, a copy of the check, confirmation of credit card or debit card payment, 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, and identified with Respondents' names and Docket No. **FIFRA-04-2023-0714(b)**.
56. Pursuant to 31 U.S.C. § 3717, 31 C.F.R. § 901.9, and 40 C.F.R. § 13.11, if Respondents fail to remit the civil penalty as agreed to herein, the EPA is entitled to assess interest and penalties on debts

owed to the United States and a charge to cover the costs of processing and handling the delinquent claim. Accordingly, the EPA may require Respondents to pay the following amounts on any amount overdue:

- (a) Interest. Interest will begin to accrue on the civil penalty from the Effective Date of this CAFO. Any portion of the civil penalty paid within thirty (30) days of the Effective Date of this CAFO shall have the interest waived. However, for any portion of the civil penalty not paid within thirty (30) days of the Effective Date of this CAFO, interest will accrue from the Effective Date of this CAFO until the unpaid portion of the penalty and accrued interest are paid. Interest will be assessed at the rate of the United States Treasury tax and loan rate, as established by the Secretary of the Treasury, in accordance with 31 U.S.C. § 3717(a)(1), 31 C.F.R. § 901.9(b), and 40 C.F.R. § 13.11(a).
- (b) Non-Payment Penalty. On any portion of a civil penalty more than ninety (90) days past due, Respondent must pay a non-payment penalty of not more than six percent (6%) per annum, which will accrue from the date the penalty payment became due and is not paid, as provided in 31 U.S.C. § 3717(e)(2) and 31 C.F.R. § 901.9(d). This non-payment penalty is in addition to charges which accrue or may accrue under subparagraphs (a) and (c) and will be assessed monthly. *See* 40 C.F.R. § 13.11(c).
- (c) Monthly Handling Charge. Respondents must pay a late payment handling charge to cover the administrative costs of processing and handling the delinquent claim, based on either actual or average cost incurred. *See* 31 C.F.R. § 901.9(c) and 40 C.F.R. § 13.11(b). Administrative costs will be assessed monthly throughout the period the debt is overdue except as provided by 40 C.F.R. § 13.12.

57. If Respondents fail to timely pay any portion of the penalty assessed under this CAFO, the EPA may:

- (a) refer the debt to a credit reporting agency or a collection agency pursuant to Section 14(a) of FIFRA, 7 U.S.C. § 136/(a) (*see* 40 C.F.R. §§ 13.13 and 13.14);
- (b) collect the 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 (*see* 40 C.F.R. Part 13, Subparts C and H);
- (c) suspend or revoke Respondents' licenses or other privileges, or suspend or disqualify Respondents from doing business with the EPA or engaging in programs the EPA sponsors or funds (*see* 40 C.F.R. § 13.17); and/or
- (d) request that the Attorney General bring a civil action in the appropriate district court to recover the amount assessed pursuant to Section 14(a)(5) of FIFRA, 7 U.S.C. § 136/(a)(5).

58. Pursuant to 26 U.S.C. § 6050X and 26 C.F.R. § 1.6050X-1, the EPA is required to send a completed Form 1098-F ("Fines, Penalties, and Other Amounts") to the Internal Revenue Service (IRS)

annually with respect to any court order and settlement agreement (including administrative settlements), that requires a payor to pay an aggregate amount that the 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." The EPA is further required to furnish a written statement, which provides the same information provided to the IRS, to each payor (for example, a copy of Form 1098-F). In order to provide the EPA with sufficient information to enable it to fulfill these obligations, the EPA herein requires, and Respondents herein agree, that:

- a. Respondents shall complete a Form W-9 ("Request for Taxpayer Identification Number and Certification"), which is available at <https://www.irs.gov/pub/irs-pdf/fw9.pdf>;
- b. Respondents shall therein certify that their completed Forms W-9 includes Respondents' correct Tax Identification Numbers (TIN) or that Respondents have applied and are waiting for issuance of TINs;
- c. Respondents shall email their completed Forms W-9 to the EPA's Cincinnati Finance Center Region 4 contact, Jessica Henderson (Henderson.Jessica@epa.gov), on or before the date that Respondents' initial penalty payment is due pursuant to Paragraph 52 of this CAFO, and the EPA recommends encrypting Form W-9 email correspondence;
- d. In the event that Respondents have certified in their completed Forms W-9 that they've applied for TINs and that TINs have not been issued to Respondents by the date that its initial penalty payment is due, then Respondents, using the same email addresses identified in the preceding sub-paragraph, shall further:
 - notify EPA's Cincinnati Finance Center of this fact, via email, by the date that Respondents' initial penalty payment is due; and
 - provide EPA's Cincinnati Finance Center with Respondents' TIN, via email, within five (5) days of Respondents' issuance and receipt of the TIN; and
- e. Failure to comply with providing the Form W-9 or TIN may subject Respondents to a penalty. See 26 U.S.C. § 6723, 26 U.S.C. § 6724(d)(3), and 26 C.F.R. § 301.6723-1.

59. Penalties paid pursuant to this CAFO shall not be deductible for purposes of federal taxes.

VIII. EFFECT OF CAFO

60. In accordance with 40 C.F.R. § 22.18(c), Respondents' full compliance with this CAFO shall only resolve Respondents' liability for federal civil penalties for the violations and facts specifically alleged above.
61. In accordance with 40 C.F.R. § 22.18(c), full payment of the civil penalty, as provided in Section VII (Terms of Payment), shall satisfy the requirements of this CAFO; but shall not in any case affect the right of the EPA or the United States to pursue appropriate injunctive or other equitable relief or criminal sanctions for any violations of law.

62. Any violation of this CAFO may result in a civil judicial action for civil penalties as provided in Section 14(a) of the Act, 7 U.S.C. § 136/(a), as well as criminal sanctions as provided in Section 14(b) of the Act, 7 U.S.C. § 136/(b). The EPA may use any information submitted under this CAFO in an administrative, civil judicial, or criminal action.
63. Nothing in this CAFO shall relieve Respondents of the duty to comply with all applicable provisions of FIFRA and other federal, state, or local laws or statutes, nor shall it restrict the EPA's authority to seek compliance with any applicable laws or regulations, nor shall it be construed to be a ruling on, or determination of, any issue related to any federal, state, or local permit, except as expressly provided herein.
64. Nothing herein shall be construed to limit the power of the EPA to undertake any action against Respondents or any person in response to conditions that may present an imminent hazard as provided under the Act.
65. The terms, conditions, and compliance requirements of this CAFO may not be modified or amended except upon the written agreement of both Parties, and approval of the Regional Judicial Officer.
66. The provisions of this CAFO shall apply to and be binding upon Respondents and their successors and assigns. Respondents shall direct their officers, directors, employees, agents, trustees, and authorized representatives to comply with the provisions of this CAFO.
67. Any change in the legal status of Respondents, or change in ownership, partnership, corporate or legal status relating to the Facility, will not in any way alter Respondents' obligations and responsibilities under this CAFO.
68. By signing this Consent Agreement, Respondents acknowledge that this CAFO will be available to the public and agrees that this CAFO does not contain any confidential business information or personally identifiable information.
69. By signing this Consent Agreement, the Complainant and the undersigned representatives of Respondents each certify 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 he or she represents to this CAFO.
70. By signing this Consent Agreement, all Parties agree that each Party's obligations under this CAFO constitute sufficient consideration for the other Party's obligations.
71. By signing this Consent Agreement, Respondents certify that the information they have supplied concerning this matter was at the time of submission, and continues to be, true, accurate, and complete for each such submission, response, and statement. Respondents acknowledge that there are significant penalties for submitting false or misleading information, including the possibility of fines and imprisonment for knowing submission of such information, under 18 U.S.C. § 1001.
72. The EPA reserves the right to revoke this CAFO and settlement penalty if and to the extent that the EPA finds, after signing this CAFO, that any information provided by Respondents was materially

false or inaccurate at the time such information was provided to the EPA. If such false or inaccurate material was provided, the EPA reserves the right to assess and collect any and all civil penalties for any violation described herein. The EPA shall give Respondents notice of its intent to revoke, which shall not be effective until received by Respondents in writing.

73. It is the intent of the Parties that the provisions of this CAFO are severable. If any provision or authority of this CAFO or the application of this CAFO to any party or circumstances is held by any judicial or administrative authority to be invalid or unenforceable, the application of such provisions to other parties or circumstances and the remainder of the CAFO shall remain in force and shall not be affected thereby.
74. Unless specifically stated otherwise in this CAFO, each party shall bear its own attorney's fees, costs, and disbursements incurred in this proceeding.

IX. EFFECTIVE DATE

75. This CAFO shall become effective upon execution of the Final Order by the Regional Judicial Officer on the date of filing with the Regional Hearing Clerk.

[Remainder of Page Intentionally Left Blank]

Complainant and Respondent will Each Sign on Separate Pages]

The foregoing Consent Agreement In the Matter of **Blue Ridge Elements, LLC and Blendpack, Inc.** Docket Number **FIFRA-04-2023-0714(b)** is Hereby Stipulated, Agreed, and Approved for Entry.

FOR RESPONDENTS:



Signature

07/25/25
Date

Printed Name: Christopher Stock

Title: Director and Officer of BlendPack, Inc.

Address: 3730 Old Tasso Road, Cleveland, Tennessee
37312



Signature

07/25/25
Date

Printed Name: Christopher Stock

Title: Director and Officer of Blue Ridge Elements, LLC

Address: 3730 Old Tasso Road, Cleveland, Tennessee
37312

The foregoing Consent Agreement In the Matter of **Blue Ridge Elements, LLC and Blendpack, Inc.**, Docket Number **FIFRA-04-2023-0714(b)**, is Hereby Stipulated, Agreed, and Approved for Entry.

FOR COMPLAINANT:

Keriema S. Newman
Director
Enforcement and Compliance Assurance Division
U.S. Environmental Protection Agency, Region 4

UNITED STATES ENVIRONMENTAL PROTECTION AGENCY

REGION 4

In the Matter of:

Blue Ridge Elements, LLC and Blendpack, Inc.

Respondents.

Docket No. **FIFRA-04-2023-0714(b)**

FINAL ORDER

The Regional Judicial Officer is authorized to ratify this Consent Agreement which memorializes a settlement between Complainant and Respondents. 40 C.F.R. §§ 22.4(b) and 22.18(b)(3). The foregoing Consent Agreement is, therefore, hereby approved, ratified, and incorporated by reference into this Final Order in accordance with 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.

Respondents are hereby ORDERED to comply with all of the terms of the foregoing Consent Agreement effective immediately upon filing of this Consent Agreement and Final Order with the Regional Hearing Clerk. This Final Order disposes of this matter pursuant to 40 C.F.R. §§ 22.18 and 22.31.

BEING AGREED, IT IS SO ORDERED.

Regional Judicial Officer

CERTIFICATE OF SERVICE

I certify that the foregoing Consent Agreement and Final Order, In the Matter of **Blue Ridge Elements, LLC and Blendpack, Inc.**, Docket No. **FIFRA-04-2023-0714(b)**, were filed and copies of the same were emailed to the Parties as indicated below.

Via email to all Parties at the following email addresses:

To Respondent: Lance Pope
 Counsel for
 Blue Ridge Elements, LLC and Blendpack, Inc.
 (423) 756-7117
 lpope@pbsjlaw.com

To EPA: Seth Ramsay
 Case Development Officer
 ramsay.seth@epa.gov
 (404) 562-9053

 Robert Caplan
 Senior Attorney
 caplan.robert@epa.gov
 (404) 562-9520

Regional Hearing Clerk
R4_Regional_Hearing_Clerk@epa.gov