

UNITED STATES ENVIRONMENTAL PROTECTION AGENCY

REGION 4

FILED

Dec 15, 2025

1:58 pm

U.S. EPA REGION 4  
HEARING CLERK

In the Matter of:

**Sanity System NA LLC**

Docket No. **FIFRA-04-2025-3016(b)**

Respondent.

**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. § 136(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), 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. § 136(a).
5. Respondent is Sanity System NA LLC (Sanity System), a limited liability company doing business in the State of Florida with its principal place of business located at 499 NW Prima Vista Boulevard, Suite #103, Port St. Lucie, Florida, 34983 (Facility).

### III. GOVERNING LAW

6. The term “device” is defined in Section 2(h) of FIFRA, 7 U.S.C. § 136(h), and 40 C.F.R. § 152.500(a), to mean any instrument or contrivance (other than a firearm) that 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.
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 micro-organism (except viruses, bacteria, or other micro-organisms on or in living man or other living animals) which the Administrator declares to be a pest under Section 25(c)(1) of FIFRA, 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. 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.
13. Pursuant to 40 C.F.R. § 167.3, “pesticidal product” means a pesticide, active ingredient, or device.
14. 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.
15. 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.

16. 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.
17. Pursuant to 40 C.F.R. § 152.500(b)(5), a device is subject to the requirements set forth in Sections 12, 13, and 14 of FIFRA, 7 U.S.C. §§ 136j, 136k, and 136l, with respect to violations, enforcement activities, and penalties.
18. Pursuant to 40 C.F.R. § 152.500(b)(1), a device is subject to the requirements set forth in Section 2(q)(1) of FIFRA, 7 U.S.C. § 136(q)(1), and 40 C.F.R. Part 156, with respect to labeling.
19. Pursuant to Section 2(q)(1)(A) of FIFRA, 7 U.S.C. § 136(q)(1)(A), and 40 C.F.R. § 156.10(a)(5), devices declared subject to the Act pursuant to 40 C.F.R. § 152.500 are considered misbranded if their labeling is false or misleading in any particular, including both pesticidal and non-pesticidal claims.
20. Pursuant to 40 C.F.R. § 156.10(a)(1)(v), every pesticide product shall bear a label that shows clearly and prominently the producing establishment number as prescribed in 40 C.F.R. § 156.10(f).
21. Pursuant to 40 C.F.R. § 156.10(f), the producing establishment registration number preceded by the phrase “EPA Est.” of the final establishment at which the product was produced may appear in any suitable location on the label or immediate container. It must appear on the wrapper or outside container of the package if the EPA establishment registration number on the immediate container cannot be clearly read through such wrapper or container.
22. Pursuant to Section 2(q)(1)(D) of FIFRA, 7 U.S.C. § 136(q)(1)(D), a pesticide is “misbranded” if its label does not bear the registration number assigned under Section 2 of FIFRA, 7 U.S.C. § 136e, to each establishment in which it was produced.
23. Pursuant to 40 C.F.R. § 156.10(a)(5)(ii), a device whose label includes a false or misleading statement concerning the effectiveness of the device is misbranded.
24. Pursuant to Section 12(a)(1)(F) of FIFRA, 7 U.S.C. § 136j(a)(1)(F), except as provided by Section 12(b) of FIFRA, 7 U.S.C. § 136j(b), it is unlawful for any person in any State to distribute or sell to any person any device that is misbranded.
25. Pursuant to Section 12(a)(2)(N) of FIFRA, 7 U.S.C. § 136j(a)(2)(N), it is unlawful for any person who is a registrant, wholesaler, dealer, retailer, or other distributor to fail to file reports required by FIFRA.
26. Pursuant to Section 17(c) of FIFRA, 7 U.S.C. § 136o(c), and 19 C.F.R. § 12.112, an importer (or its agent) desiring to import pesticides or devices into the United States is required to submit to the EPA Administrator a Notice of Arrival of Pesticides and Devices (NOA) [EPA Form 3540-1] prior to the arrival of the shipment(s) into the United States, or, as an alternative to submitting a NOA, the

importer or its agent may file an entry via the U.S. Customs and Border Protection's (CBP) Automated Commercial Environment (ACE) Data Processing System.

27. Section 14(a) of FIFRA, 7 U.S.C. § 136l(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

28. Respondent is a “person” as defined in Section 2(s) of FIFRA, 7 U.S.C. § 136(s), and as such is subject to FIFRA and the regulations promulgated thereunder.
29. On August 7, 2023, an authorized representative of the EPA conducted an inspection at Respondent’s Facility to collect information related to Sanity System’s compliance with FIFRA.
30. During the inspection, the inspectors observed that Respondent was selling portable ozone generators, including the Sany Car, which was present at the Facility during the inspection. The inspector took photographs of the Sany Car’s label and labeling, specifically the product’s packaging, manuals, and pamphlets. The inspector also collected shipping records during the inspection. The shipping records indicated that Respondent sold and distributed the Sany Car on multiple occasions between January 15, 2021, and June 10, 2021.
31. A review of the Sany Car’s labels and labeling collected during the inspection revealed the following:
  - (a) The label affixed to the Sany Car described the product as an “ozone generator for car sanitation.”
  - (b) The label did not include an EPA establishment number.
  - (c) A pamphlet inside the Sany Car’s packaging stated that it was to be used “for a full healthy car” and contained an image showing the words “bacteria,” “fungi,” and “viruses” with a large red “X” printed over them.
  - (d) The product manual for the Sany Car claimed the unit “has been designed to purify the air and sanitise [sic] the surfaces of cars, ambulances, vans, coaches, camper vans and small and medium sized rooms.”
32. Based on the statements and claims identified above, the Sany Car is an instrument or contrivance intended to mitigate or destroy pests and is, therefore, a device pursuant to Section 2(h) of FIFRA, 7 U.S.C. § 136(h), and 40 C.F.R. § 152.500(a).
33. Because the Sany Car device label did not include the producing establishment’s registration number as required by Section 2(q)(1)(D) of FIFRA, 7 U.S.C. § 136(q)(1)(D), and 40 C.F.R. § 156.10(a)(1)(v), the device was misbranded.
34. The claims on the label and labeling of the Sany Car make broad, unqualified public health claims that do not include the specific organisms the product has been proven to be effective against. As such, the Sany Car product label and labeling included false or misleading statements concerning

the effectiveness of the product and therefore the product was misbranded pursuant to 40 C.F.R. § 156.10(a)(5)(ii).

35. During the inspection, Respondent provided the inspectors import records for the Sany Car. These records showed that two shipments of the product were imported into the Port of Miami, Florida under Entry Numbers 92K-02502289 and 92K-02525124. Based on these documents and information in the United States Customs and Border Protection's (CBP) Automated Commercial Environment (ACE) Data Processing System, these entries were imported without the submittal of a Notice of Arrival (NOA).
36. Upon review of the import records, the EPA discovered the following information:
  - (a) On or around November 9, 2020, the licensed customs broker 24/7 Customs Inc. submitted entry documents via the CBP ACE Data Processing System on behalf of Respondent for the importation of one shipment, Entry Number 92K-02502289. The shipment entered through the Port of Miami, Florida, on or around November 1, 2020. Based on information collected during inspection, the entry contained Sany Car devices. The importer failed to submit an NOA to the EPA, or its electronic equivalent, for the importation of the Sany Car devices.
  - (b) On or around January 18, 2023, the licensed customs broker 24/7 Customs Inc. submitted entry documents via the CBP ACE Data Processing System on behalf of Respondent for the importation of one shipment, Entry Number 92K-02525124. The shipment entered through the Port of Miami, Florida, on or around January 13, 2023. Based on information collected during inspection, the entry contained Sany Car devices. The importer failed to submit an NOA to the EPA, or its electronic equivalent, for the importation of the Sany Car devices.

## **V. ALLEGED VIOLATIONS**

37. The EPA alleges that Respondent violated Section 12(a)(1)(F) of FIFRA, 7 U.S.C. § 136j(a)(1)(F), by distributing or selling the misbranded device Sany Car on multiple occasions between January 15, 2021, and June 10, 2021.
38. The EPA alleges that Respondent violated Section 12(a)(2)(N) of FIFRA, 7 U.S.C. § 136j(a)(2)(N), by failing to submit to the EPA a NOA or an electronic alternative in connection with the importation of the Sany Car devices on at least two occasions as set forth above.

## **VI. STIPULATIONS**

39. The issuance of this CAFO simultaneously commences and concludes this proceeding. *See* 40 C.F.R. § 22.13(b).
40. For the purpose of this proceeding, as required by 40 C.F.R. § 22.18(b)(2), Respondent:
  - (a) admits that the EPA has jurisdiction over the subject matter alleged in this CAFO;
  - (b) neither admits nor denies the factual allegations set forth in Section IV (Findings of

Facts) of this CAFO;

- (c) consents to the assessment of a civil penalty as stated below;
- (d) consents to the conditions specified in this CAFO;
- (e) waives any right to contest the alleged violations of law set forth in Section V (Alleged Violations) of this CAFO; and
- (f) waives its rights to appeal the Final Order accompanying this CAFO.

41. For the purpose of this proceeding, Respondent:

- (a) agrees that this CAFO states a claim upon which relief may be granted against Respondent;
- (b) acknowledges that this CAFO constitutes an enforcement action for purposes of considering Respondent's compliance history in any subsequent enforcement actions;
- (c) waives any right it 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 agrees that federal law shall govern in any such civil action;
- (d) by executing this CAFO, certifies to the best of its knowledge that Respondent is 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;
- (e) waives any right it 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) 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 Consent Agreement; and
- (g) agrees to comply with the terms of this CAFO.

42. 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

43. Based on Respondent's substantiated ability to pay claim, Respondent consents to the payment of a civil penalty, which was calculated in accordance with the Act, in the amount of **TWO THOUSAND DOLLARS (\$2,000.00)**, which is to be paid within thirty (30) days of the Effective Date of this CAFO.
44. 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>. In addition, Respondent shall identify every payment with Respondent's name and the docket number of this CAFO, Docket No. **FIFRA-04-2025-3016(b)**.
45. Respondent shall send proof of payment, within twenty-four (24) hours of payment of the civil penalty, to:

Regional Hearing Clerk  
R4\_Regional\_Hearing\_Clerk@epa.gov

and

Perrin Collins  
Chemical Safety and Land Enforcement Branch  
Enforcement and Compliance Assurance Division  
collins.perrin@epa.gov

and

U.S. Environmental Protection Agency  
Cincinnati Finance Center  
CINWD\_AcctsReceivable@epa.gov

46. "Proof of payment" means, as applicable, confirmation of credit card or debit card payment, confirmation of wire or automated clearinghouse transfer, and/or any other information required to demonstrate that payment has been made according to EPA requirements, in the amount due, and identified with Respondent's name and Docket No. **FIFRA-04-2025-3016(b)**.
47. Interest, Charges, and Penalties on Late Payments. 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 civil penalty, interest, or other charges and penalties per this CAFO, the entire unpaid balance of the civil penalty and all accrued interest shall become immediately due and owing, and the EPA is authorized to recover the following amounts.
  - (a) Interest. Interest will begin to accrue from the Effective Date of this CAFO. If the civil penalty is paid in full within thirty (30) days of the Effective Date of this CAFO, interest is waived. However, if the civil penalty is not paid in full within thirty (30) days of the Effective Date of this CAFO, interest will continue to accrue until any unpaid portion of

the civil 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, as 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 the 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 civil penalty, interest, penalties, and other charges that remain delinquent more than ninety (90) days

48. Late Penalty Actions. In addition to the amounts described in the prior Paragraph, if Respondent fails to timely pay any portion of the civil penalty, interest, or other charges and penalties per this CAFO, the EPA may take additional actions. Such actions the EPA may take include, but are not limited to, the following:

- (a) refer the debt to a credit reporting agency or a collection agency (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 government to, or held by the United States government for, a person to satisfy the debt the person owes the United States 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 Respondent's licenses or other privileges, or suspend or disqualify Respondent 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. § 1361(a)(5).

49. Allocation of Payments. Pursuant to 31 C.F.R. §901.9(f) and 40 C.F.R. § 13.11(d), a partial payment of a debt will be applied first to outstanding handling charges, second to late penalty charges, third to accrued interest, and last to the principal that is the outstanding civil penalty amount.

50. Tax Treatment of Penalties. Penalties, interest, and other charges paid pursuant to this CAFO shall not be deductible for purposes of federal taxes.

## VIII. EFFECT OF CAFO

51. In accordance with 40 C.F.R. § 22.18(c), Respondent's full compliance with this CAFO shall only resolve Respondent's liability for federal civil penalties for the violations and facts specifically alleged above.

52. 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.
53. 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.
54. Nothing in this CAFO shall relieve Respondent 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.
55. Nothing herein shall be construed to limit the power of the EPA to undertake any action against Respondent or any person in response to conditions that may present an imminent hazard as provided under the Act.
56. 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.
57. The provisions of this CAFO shall apply to and be binding upon Respondent and its successors and assigns. Respondent shall direct its officers, directors, employees, agents, trustees, and authorized representatives to comply with the provisions of this CAFO.
58. Any change in the legal status of Respondent, or change in ownership, partnership, corporate or legal status relating to the Facility, will not in any way alter Respondent's obligations and responsibilities under this CAFO.
59. By signing this Consent Agreement, Respondent acknowledges 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.
60. By signing this Consent Agreement, the Complainant and the undersigned representative of Respondent 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.
61. By signing this Consent Agreement, both Parties agree that each party's obligations under this CAFO constitute sufficient consideration for the other party's obligations.
62. By signing this Consent Agreement, Respondent certifies that the information it has 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. Respondent acknowledges 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.

63. 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 Respondent 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 Respondent notice of its intent to revoke, which shall not be effective until received by Respondent in writing.
64. 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.
65. 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**

66. 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 Sanity System NA LLC, Docket Number FIFRA-04-2025-3016(b), is Hereby Stipulated, Agreed, and Approved for Entry.

FOR RESPONDENT:



Signature

11/14/25

Date

Printed Name: DAVID SCOTT  
Title: PRESIDENT  
Address: 499 NW PRIMA VISTA BLVD #103  
Port St. Lucie, FL 34983

The foregoing Consent Agreement In the Matter of **Sanity System NA LLC**, Docket Number **FIFRA-04-2025-3016(b)**, is Hereby Stipulated, Agreed, and Approved for Entry.

FOR COMPLAINANT:

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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:

**Sanity System NA LLC**

Docket No. **FIFRA-04-2025-3016(b)**

Respondent.

**FINAL ORDER**

The Regional Judicial Officer is authorized to ratify this Consent Agreement which memorializes a settlement between Complainant and Respondent. 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.

Respondent is 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.**

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Regional Judicial Officer

## CERTIFICATE OF SERVICE

I certify that the foregoing Consent Agreement and Final Order, In the Matter of **Sanity System NA LLC**, Docket No. **FIFRA-04-2025-3016(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: David Scott  
National Distributor  
Sanity System NA LLC  
office@sanitysystemna.com  
(561) 510-1775

To EPA: Perrin Collins  
Life Scientist  
collins.perrin@epa.gov  
(404) 562-9330

Rob Summers  
Attorney  
summers.robert@epa.gov  
(404) 562-9523

Colleen Michuda  
Supervisory Attorney  
michuda.colleen@epa.gov  
(404) 562-9685

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Regional Hearing Clerk  
R4\_Regional\_Hearing\_Clerk@epa.gov