

UNITED STATES
ENVIRONMENTAL PROTECTION AGENCY
REGION 6
DALLAS, TEXAS

FILED
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REGIONAL HEARING CLERK
EPA REGION 6

In the Matter of	§	
	§	
Better Choice Brands, LLC	§	Docket No. FIFRA-06-2025-0441
	§	
	§	
Respondent.	§	

CONSENT AGREEMENT AND FINAL ORDER

A. PRELIMINARY STATEMENT

1. This is an administrative penalty assessment proceeding brought under Section 14 of the Federal Insecticide, Fungicide, and Rodenticide Act ("FIFRA" or the "Act"), 7 U.S.C. § 136l, and Sections 22.13, 22.18, and 22.34 of the Consolidated Rules of Practice Governing the Administrative Assessment of Civil Penalties and the Revocation/Termination or Suspension of Permit ("Consolidated Rules"), as codified at 40 C.F.R. Part 22.
2. Complainant is the United States Environmental Protection Agency, Region 6 (EPA). On EPA's behalf, the Director of the Enforcement and Compliance Assurance Division, EPA Region 6, has been delegated the authority to settle civil administrative penalty and compliance proceedings under Section 14(a) of the Act, 7 U.S.C. § 136l(a).
3. Better Choice Brands, LLC ("Better Choice Brands" or "Respondent"), a corporation incorporated in the state of Delaware. Respondent is a "person" as defined in Section 2(s) of FIFRA, 7 U.S.C. § 136(s).

4. Complainant and Respondent, having agreed that settlement of this action is in the public interest, consent to the entry of this Consent Agreement along with the corresponding Final Order hereinafter known together as the "CAFO" without the adjudication of any issues of law or fact herein.

5. Respondent consents to the assessment of the civil penalty specified in this CAFO and to the terms of this CAFO.

B. JURISDICTION

6. This CAFO is entered into under Section 14 of the Act, as amended, 7 U.S.C. § 136l, and the Consolidated Rules, 40 C.F.R. Part 22.

7. The Regional Judicial Officer is authorized to ratify this CAFO which memorializes a settlement between Complainant and Respondent. 40 C.F.R. §§ 22.4(b) and 22.18(b).

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

C. STATUTORY AND REGULATORY BACKGROUND

9. 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.

10. Section 12(a)(1)(E) of FIFRA, 7 U.S.C. § 136j(a)(1)(E), provides that it is unlawful to any person in any State to distribute or sell to any person any pesticide which is misbranded.

Definitions

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

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

13. Section 2(u) of FIFRA, 7 U.S.C. § 136(u), defines “pesticide” as, inter alia, any substance or mixture of substances intended for preventing, destroying, repelling, or mitigating any pest and any substance or mixture of substances intended for use as a plant regulator, defoliant, or desiccant.

14. The regulations found at 40 C.F.R. § 152.15(a)(1) and (b) further defines the term “pesticide” as any substance intended for a pesticidal purpose, and thus requiring registration, if the person who distributes or sells the substance claims, states, or implies (by labeling or otherwise) that the substance can or should be used as a pesticide; or the substance consists of or contains one or more active ingredients and has no significant commercially valuable use as distributed or sold other than use for pesticidal purpose.

15. According to FIFRA Section 2(q)(1)(D), 7 U.S.C. § 136(q)(1)(D) a pesticide is “misbranded” if its label does not bear the registration number assigned to each establishment in which it was produced.

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

D. EPA FINDINGS OF FACT AND CONCLUSIONS OF LAW

17. 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).

18. Respondent owns and operates a company that specializes in the wholesale distribution of its products with a distribution facility located at 4252 E Log Providence Road, Columbia, Missouri 65201 (the “Facility”).

19. On July 22, 2025, July 30, 2025, and August 6, 2025, Respondent filed a Notice of Arrival of Pesticides and Devices (EPA Form 3540-1) with the EPA regarding the importation of the pesticide “BCB Paraquat MUP (EPA Reg. No. 89432-3-104199)” into the United States.

20. At the time of the Notice of Arrival of Pesticides and Devices, Respondent was holding for distribution, holding for sale, or holding for shipment BCB Paraquat MUP.

21. BCB Paraquat MUP is a pesticide as the term is defined at Section 2(u) of FIFRA, 7 U.S.C. § 136(u).

22. From the time Respondent distributed or sold BCB Paraquat MUP, the product should have displayed a registration number (“EPA Establishment Number”) assigned to each establishment in which it was produced pursuant to Section 2(q)(1)(D), 7 U.S.C. § 136(q)(1)(D).

E. ALLEGED VIOLATIONS

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

24. Complainant hereby states and alleges that Respondent has violated FIFRA and federal regulations promulgated thereunder as stated below.

Sale or Distribution of a Misbranded Pesticide

25. Upon review of the Respondent's Notice of Arrival of Pesticides and Devices, EPA discovered that the BCB Paraquat MUP product label did not contain an EPA Establishment Number.

26. From the time Respondent distributed or sold the BCB Paraquat MUP, the product should have displayed a registration number assigned to each establishment in which it was produced.

27. Since BCB Paraquat MUP did not bear the registration number assigned to each establishment in which it was produced, the product was misbranded according to FIFRA Section 2(q)(1)(D), 7 U.S.C. § 136(q)(1)(D).

28. Because Respondent distributed or sold a misbranded pesticide, the Respondent has violated Section 12(a)(1)(E) of FIFRA, 7 U.S.C. § 136j(a)(1)(E).

F. CONSENT AGREEMENT AND CIVIL PENALTY

General

29. 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 rights to appeal the Final Order accompanying this CAFO.

30. 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.

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

32. 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 Assessment and Collection

33. Upon consideration of the entire record herein, including the Findings of Fact and Conclusions of Law, which are hereby adopted and made a part hereof, and upon consideration of the size of the business, the effect of Respondent's ability to continue business, the gravity of the violations, and other factors as justice may require, EPA has assessed a civil penalty in the amount of \$2,000 (the "EPA Penalty"). The EPA Penalty has been determined in accordance with Section 14(a)(4) of FIFRA, 7 U.S.C. § 136l(a)(4), and at no time exceeded EPA's statutory authority.

34. Respondent agrees to:

- a. pay the EPA Penalty within thirty (30) calendar days after the Effective Date of this CAFO; and
- b. 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>. 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.

For wire transfer, payment should be remitted to:

Federal Reserve Bank of New York
ABA: 021030004
Account Number: 68010727
SWIFT address: FRNYUS33
33 Liberty Street
New York, NY 10045

Field Tag 4200 of the Fedwire message should read:
"D 68010727 Environmental Protection Agency"

For Automated Clearinghouse (also known as "remittance express" or "REX"):

U.S. Treasury REX / Cashlink ACH Receiver
ABA: 051036706
Account Number: 310006, Environmental Protection Agency
CTX Format Transaction Code 22 – checking
Physical location of U.S. Treasury facility:
5700 Rivertech Court
Riverdale, MD 20737

For Online Payment:

<https://www.pay.gov/paygov/>

Enter sfo 1.1 in search field

Open form and complete required fields.

PLEASE NOTE: Respondent shall email a simultaneous notice of such payment and the transmittal letter to the following email addresses:

Justin Mullenix
U.S. EPA Region 6
Mullenix.Justin@epa.gov

and

Region 6 Hearing Clerk
U.S. EPA Region 6
Vaughn.Lorena@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.

35. 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 large corporate 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.

36. 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.

Additional Terms of Settlement

37. The provisions of this CAFO shall apply to and be binding upon Respondent and its officers, directors, employees, agents, trustees, servants, authorized representatives, successors and 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.

38. Any change in the legal status of the 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.

39. By signing this CAFO, Respondent acknowledges that this CAFO will be available to the public and agrees that this CAFO does not contain any confidential business information. *See* 40 C.F.R. Part 2, Subpart B (Confidentiality of Business Information).

40. By signing this CAFO, Respondent certifies that the information it has supplied concerning this matter was at the time of submission, and is, truthful, accurate, and complete for each 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.

41. By signing this CAFO, Respondent certifies that it is presently in compliance with all requirements of FIFRA and its implementing regulations.

42. By signing this CAFO, the undersigned representative of Respondent certifies that it 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.

43. Respondent and EPA agree to the use of electronic signatures for this matter. EPA and Respondent consent to service of a final order by email at the following valid email addresses: Henley.Hollis@epa.gov (for EPA) and kgoodhart@cooley.com (for Respondent).

44. Respondent specifically waives its right to seek reimbursement of its costs and attorney's fees under 5 U.S.C. § 504 and 40 C.F.R. Part 17.

45. 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 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 sixty (60) 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 CAFO; 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.

G. EFFECT OF CONSENT AGREEMENT AND RESERVATION OF RIGHTS

46. In accordance with 40 C.F.R. § 22.18(c), completion of the terms of this CAFO resolves only Respondent's liability for federal civil penalties for the violations and facts alleged in Sections D and E above. Complainant reserves the right to take any enforcement action with respect to any other violations of FIFRA or any other applicable law.

47. The terms, conditions and 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.

48. Penalties paid pursuant to this CAFO shall not be deductible for purposes of Federal, State, and local taxes.

49. Any violation of the included Final Order may result in a civil judicial action for an injunction or civil penalties as provided in Section 14(a) of the Act, 7 U.S.C. § 136l(a) and adjusted for inflation pursuant to 40 C.F.R. Part 19, as well as criminal sanctions as provided in Section 14(a) of the Act, 7 U.S.C. § 136l(b). EPA may use any information submitted under this CAFO in an administrative, civil judicial, or criminal action.

50. Nothing in this CAFO shall relieve Respondent of the duty to comply with all applicable provisions of the Act and other federal, state, or local laws or statutes, nor shall it restrict EPA's authority to seek compliance with any applicable laws or regulations, nor shall it be construed to be a ruling on, or a determination of, any issue related to any federal, state, or local permit. EPA does not, by its consent to the entry of this CAFO, warrant or aver in any

manner that Respondent's compliance with any aspect of this CAFO will result in compliance with provisions of FIFRA, 7 U.S.C. § 136 *et seq.*, or with any other provisions of federal, state, or local laws, regulations, or permits.

51. Nothing herein shall be construed to limit the power of EPA to undertake any action against Respondent or any person in response to conditions that may present an imminent and substantial endangerment to the public health, welfare, or the environment.

52. If and to the extent 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 EPA, EPA reserves any and all of its legal and equitable rights.

H. EFFECTIVE DATE

53. Respondent and Complainant agree to the issuance of the included Final Order. Upon filing, EPA will transmit a copy of the filed CAFO to Respondent. This CAFO shall become effective after execution of the Final Order by the Regional Judicial Officer on the date of filing with the Regional Hearing Clerk. Unless otherwise stated, all time periods stated herein shall be calculated in calendar days from such date.

The foregoing Consent Agreement In the Matter of Better Choice Brands, LLC, Docket No. FIFRA-06-2025-0441, is Hereby Stipulated, Agreed, and Approved for Entry.

FOR RESPONDENT:

BETTER CHOICE BRANDS, LLC

Date: 1/9/26


Signature

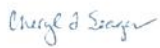
Jordan Tomlinson
Print Name

Partner
Title

FOR COMPLAINANT:

U.S. ENVIRONMENTAL PROTECTION AGENCY

Date: January 14, 2026


Digitally signed by
CHERYL SEAGER
Date: 2026.01.14
10:24:54 -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. § 136l(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.

Better Choice Brands, LLC 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.

Dated _____

Ryland,
Renea

Digitally signed by
Ryland, Renea
Date: 2026.01.15
13:25:40 -06'00'

Thomas Rucki
Regional Judicial Officer

CERTIFICATE OF SERVICE

I certify that a true and correct copy of the foregoing Consent Agreement and Final Order was filed with me, the Regional Hearing Clerk, U.S. EPA - Region 6, 1201 Elm Street, Suite 500, Dallas, Texas 75270-2102, and that I sent a true and correct copy on this day in the following manner to the email addresses:

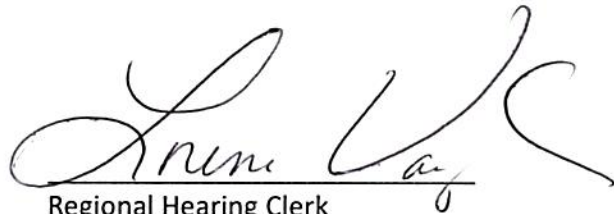
Copy via Email to Complainant:

Henley.Hollis@epa.gov

Copy via Email to Respondent:

jordan@betterchoicebrands.com

Better Choice Brands, LLC
4252 E Log Providence Road
Columbia, Missouri 65201

A handwritten signature in black ink, appearing to read "Shirley Kay", is written over a horizontal line.

Regional Hearing Clerk
U.S. EPA, Region 6